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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**

+ **ARB.P. 759/2025 & I.A. 14939/2025**

SHUBHAM INFRASTRUCTURE PRIVATE LIMITED

.....Petitioner

Through: Mr. Kabeer Shrivastava, Advocate

versus

**M/S AAA HOSPITALITY THROUGH ITS PARTNER ABHINAV
SETH AND ORS**

.....Respondents

Through: Mr. P. K.. Rawal, Advocates

CORAM:

HON'BLE MR. JUSTICE SUBRAMONIUM PRASAD

ORDER

20.11.2025

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1. This Petition has been filed under Section 11(6) of the Arbitration and Conciliation Act, 1996 seeking appointment of an Arbitrator to adjudicate upon the disputes which have arisen between the parties under the Lease Deed dated 01.09.2015.

2. It is stated that under the said Lease Deed, a parcel of land admeasuring about 3 acres and bearing Khasra No. 73/15, 72/11. 72/13 in Village Alipur, Narela Zone, Delhi – 110034 [**“the Premises”**] was leased out to the Respondent.

3. It is the case of the Petitioner that the Respondents defaulted in payment of rent. It is further stated that the Respondents have vacated the Premises on 18.06.2024 without paying the rental dues and several other dues which had to be paid on account of damage of the Premises beyond



repair to the extent of a complete loss. It is stated that various demand notices were sent by the Petitioner to the Respondent, yet no attempt was made to clear the dues. It is stated by the learned Counsel for the Petitioner that as on date, about Rs. 4,88,01,375/- is due and payable by the Respondents.

4. A notice dated 24.03.2025 under Section 21 of the Arbitration Act, was sent by the Petitioner to the Respondents invoking Arbitration. However, since the Respondents did not reply to the said notice dated 24.03.2025, the Petitioner has, therefore, approached this Court by filing the present Petition.

5. Article 3.2 (c) of the Lease Deed contains the arbitration clause which provides for the resolution of disputes arising out of or in connection with the Lease Deed through arbitration and the seat of proceedings shall be Delhi. As such, this Court has jurisdiction to entertain the present Petition.

6. In view of the fact that disputes have arisen between the parties and there is an arbitration clause in the Lease Deed giving this Court territorial jurisdiction, this Court is inclined to appoint an Arbitrator to adjudicate upon the disputes between the parties.

7. Accordingly, Ms. Varuna Bhandari Gugnani, Advocate, (Mobile No. 9810400605) is appointed as the Sole Arbitrator to adjudicate upon the disputes between the parties.

8. The arbitration would take place under the aegis of the Delhi International Arbitration Centre (DIAC) and would abide by its rules and regulations. The learned Arbitrator shall be entitled to fees as per the Schedule of Fees maintained by the DIAC.

9. The learned Arbitrator is also requested to file the requisite disclosure



under Section 12(2) of the Arbitration Act within two weeks of entering the reference.

10. All rights and contentions of the parties in relation to the claims/counter-claims are kept open, to be decided by the learned Arbitrator on their merits, in accordance with law.

11. Needless to say, nothing in this order shall be construed as an expression on the merits.

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12. The present Application under Order I Rule 10 CPC has been filed by the Petitioner seeking impleadment of one Mr. Pawan Seth in the present Petition.

13. Material on record indicates that the party sought to be impleaded is a non-signatory to the Lease Deed. The law is well-settled on the power of a court dealing with a petition under Section 11 of the Arbitration Act to implead a non-signatory to an arbitration agreement. Accordingly, this Order shall be confined only to the appointment of the Arbitrator to adjudicate upon the disputes between the parties to the Lease Deed.,

14. Be that as it may, it is always open for the Petitioner to move an application before the learned Arbitrator seeking impleadment of Mr. Pawan Seth. As and when such an application is moved, the same shall be decided by the learned Arbitrator in accordance with law.

15. It is made clear that this Court has not made any observations on the merits of the case.

16. Needless to state, all rights and contentions are open for the parties to advance before the learned Arbitrator.

17. The present petition stands disposed of in the above terms along with



pending application(s), if any.

SUBRAMONIUM PRASAD, J

NOVEMBER 20, 2025

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