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

+ O.M.P.(I) (COMM.) 223/2025

M/S NATIONAL ELECTRIC SUPPLY AND TRADING  
CORPORATION PVT LTD

.....Petitioner

Through: Mr. Mukesh Gupta Adv. Mr. Rajiv  
Khosla Adv. Ms. Ms. Shreya Kumari  
Sharma Adv. Mr. Sachin Singh Shahi  
Adv. Apoorva Khosla Adv.

versus

CHINTPURNI OVERSEAS PRIVATE LIMITED.....Respondent

Through: Mr Rajiv Tehlan, Mr Rahul Nagpal,  
Ms Pooja Gupta, Mr Akash Gupta,  
Mr Rohit Dagar, Adv.

**CORAM:**

**HON'BLE MR. JUSTICE JASMEET SINGH**

**ORDER**

% **22.09.2025**

1. This is a petition filed under section 9 of the Arbitration and Conciliation Act, 1996 seeking directions against the respondent from using premises No. B-72/5, Block B, Wazirpur Industrial Area, Delhi-110088 and pay the outstanding dues of the petitioner.
2. The brief facts of the case are that the petitioner is the owner and lessor of property bearing No. B-72/5, Block B, Wazirpur Industrial Area, Delhi-110088. The respondent had taken the said premises on lease for running a banquet hall.
3. Learned counsel for the petitioner, states that the respondent is in arrears of rent arising out of lease deed dated 01.05.2018 and as of today, a sum of more than Rs. 7.66 crores is due and payable.
4. Mr. Tehlan, learned counsel for the respondent, disputes the said amount and states that no doubt the respondent is in arrears but the same is only from April 2025 till today. He further states that the TDS up to



September 2025 has already been deposited (the same is disputed by the learned counsel for the petitioner)

5. Admittedly, the GST has not been paid. Additionally, the MCD dues for banquet hall have also not been paid.

6. Both the parties agree that an Arbitrator be appointed for adjudication of disputes in view of the arbitration clause of the registered lease deed which reads as under:

*“ARBITRATION: Every dispute, difference, or question which may at any time arise between the parties hereto or any person claiming under them, touching or arising out of or in respect of this agreement (deed) or the subject matter thereof shall be referred to the arbitrator if, the said arbitrator shall be unable or unwilling to act. to another arbitrator to be agreed upon between the parties or failing agreement to be appointed by the Court and the decision of the arbitrator (or such arbitrators, or umpire as the case may be) shall be final and binding on the parties. The provisions of Arbitration and Conciliation Act, 1996 or any modification thereto shall apply to such proceedings.*

*JURISDICTION: All matters concerning this Lease Deed shall be subject to the jurisdiction of The Courts of Delhi/ New Delhi only and shall be governed and construed in accordance with the law of India.”*

7. I am satisfied that a valid arbitration clause exists and there are disputes between the parties that need to be settled through the arbitral mechanism.

8. For the said reasons, the petition is allowed and the following directions are issued:

i) Mr. Justice V. K. Jain (Retd., Delhi High Court) (Mob. No.



- 9650116555) is appointed as a Sole Arbitrator to adjudicate the disputes between the parties.
- ii) The arbitration will be held under the aegis and rules of the Delhi International Arbitration Centre, Delhi High Court, Sher Shah Road, New Delhi (hereinafter, referred to as the 'DIAC').
  - iii) The remuneration of the learned Arbitrator shall be in terms of DIAC (Administrative Cost and Arbitrators' Fees) Rules, 2018.
  - iv) The learned Arbitrator is requested to furnish a declaration in terms of section 12 of the Act prior to entering into the reference.
  - v) It is made clear that all the rights and contentions of the parties, including as to the arbitrability of any of the claim, any other preliminary objection, as well as claims/counter-claims and merits of the dispute of either of the parties, are left open for adjudication by the learned Arbitrator.
  - vi) The petitioner shall approach the learned Arbitrator within two weeks from today.

9. Mr. Tehlan, learned counsel for the respondent, assures the Court that the respondent shall pay Rs. 85 lakhs along with GST within 10 weeks from today and the arrears of the balance rental (including GST) shall be cleared on or before 31.01.2026. Additionally, the respondent shall continue to pay the monthly lease rental w.e.f. October, 2025 to the petitioner.

10. Binding the respondent to the same, the petition is disposed of.

**JASMEET SINGH, J**

**SEPTEMBER 22, 2025/DM**