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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**
+ **ARB.P. 992/2025**
RAJESH GUPTA

.....Petitioner

Through: Mr. Rajiv K. Garg, Mr. Shiven
Banga, Mr. Ashish Garg, Advs.

versus

HOMESPOON FOOD INDUSTRIES PVT. LTD. & ORS.

.....Respondent

Through: Mr. Rahul Sagar Sahay, Mr. Pratham
Arora, Mr. Raghav Rajmalani, Advs.

CORAM:
HON'BLE MR. JUSTICE JASMEET SINGH

ORDER

17.07.2025

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1. This is a petition filed under Section 11 of the Arbitration and Conciliation Act, 1996 seeking appointment of an Arbitrator for adjudication of disputes between the parties arising out of the Lease Deed dated 05.07.2022.
2. The Lease Deed contains arbitration clause being Clause 14.1 which reads as under:-

“14. In the event of any dispute between the Parties with respect to terms and conditions of this Lease Deed, the matter shall be referred to an arbitration of a Sole arbitrator to be appointed by the Lessor, the proceedings shall be conducted as per the provisions of Arbitration and Conciliation Act, 1996, the place of arbitration shall be New Delhi only, subject to Sole and Exclusive Jurisdiction of Courts at New Delhi only.

3. Since there were disputes between the parties, the petitioner invoked



arbitration *vide* legal notice dated 15.05.2025.

4. For the said reasons, issue notice.
5. Mr. Sahay, learned counsel accepts notice on behalf of the respondents and has no objection to the appointment of an arbitrator.
6. He only states that the Lease Deed describes 2 landlords and the petition has been filed by 1 landlord only.
7. Mr. Garg, learned counsel for the petitioner states that the petition may be treated as having been filed by both the landlords and he has instructions from both of them. His statement is taken on record.
8. For the said reasons, the petition is allowed and the following directions are issued:-
 - i) Mr. Gaurav Barati, Advocate (Mob. No. 9810526981) 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 parties shall approach the learned Arbitrator within two weeks from today.
9. The respondent Nos. 2 and 3, being the Directors, are not responsible for the liabilities of the respondent No.1, therefore this matter is kept open to be adjudicated by the learned arbitrator.
10. The fact whether any liability can be fastened on the respondent No. 4 is also left open to be adjudicated by the learned arbitrator.
11. The present petition is disposed of in the aforementioned terms.

JULY 17, 2025 / (MS)

JASMEET SINGH, J