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

+ **ARB.P. 1088/2025**

MS. ANJU GUPTA

.....Petitioner

Through: Mr. Amit Aggarwal, Mr. Nadeem
Saifi and Mr. Sachin Gupta, Advs.

versus

OMAXE LIMITED

.....Respondent

Through: Mr. Ashwin Nair, Ms. Niharika
Shukla and Ms. Aayushi Sharma,
Advs.

CORAM:

HON'BLE MR. JUSTICE SUBRAMONIUM PRASAD

ORDER

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10.11.2025

1. The present petition has been filed under Section 11(6) of the Arbitration and Conciliation Act, 1996 by the Petitioners seeking appointment of an Arbitrator to adjudicate upon the disputes which have arisen between the Parties under a Lease Deed dated 31.10.2011.

2. Material on record indicates that the Petitioner was allotted a commercial unit admeasuring 300 sq. ft., forming part of Anchor Store/Hyper Mart No.300/28/22 on the Ground Floor of the Respondent's commercial project, "Omaxe Connaught Place," Greater Noida, vide Allotment Letter and Addendum dated 31.10.2011 and in furtherance a Lease Deed dated 31.10.2011 was executed between the Petitioner and the Respondent. It is stated that as per the Lease Deed, the Respondent was contractually obligated to pay monthly lease rent for a sum of Rs.40,000/- for the remainder of the lease term. It is stated that since November 2019, the Respondent failed to make any rent payments, constituting a breach of



the Lease Agreement, a Legal Notice dated 23.03.2021 was sent to the Respondent demanding the outstanding rent. It is stated that a reply dated 03.04.2021 was received by the Respondent wherein the Respondent partially acknowledged the liability stating that only Rs.2,45,000/- is due and payable. It is stated that a formal dispute notice dated 19.02.2025 was sent to the Respondent demanding arrears. It is stated that since Respondent did not respond to the said notice, a notice under Section 21 of the Arbitration and Conciliation Act, 1996 invoking arbitration was sent to the Respondent on 28.05.2025 proposing the name of three Arbitrators. It is stated that the reply dated 05.06.2025 was received wherein the Respondent refused to accept the arbitration and denied the existence of any dispute requiring adjudication and, therefore, the present petition has been filed seeking appointment of an Arbitrator.

3. Notice was issued in the petition on 28.07.2025.
4. Mr. Ashwin Nair, learned Counsel, enters appearance on behalf of the Respondent.
5. Clause 18.2 of the Lease Deed dated 31.05.2012, which is an arbitration clause, reads as under:

“18.2 Arbitration

18.2.1 Subject to Section 18.1, above, any Dispute arising from or in connection with this Agreement shall be referred to arbitration and settled in accordance with Indian Arbitration and Conciliation Act, 1996. Unless provided herein, the arbitration tribunal shall consist of 3 (three) arbitrators; each Party shall appoint 1 (one) arbitrator within 30 days of the date of the Dispute Notice and the 2 (two) arbitrators thus appointed shall choose the third arbitrator who will act as the presiding arbitrator of the tribunal. If the 2



(two) appointed arbitrators do not agree on the third arbitrator within 14 (fourteen) days as of the date of appointment of the last appointed arbitrators, then such third arbitrator, at the request of both or any one of the appointed arbitrator, shall be appointed by the Hon'ble High Court of Delhi. The Hon'ble High Court of Delhi shall appoint a person as third arbitrator who is not affiliated with any of the Parties. The place of arbitration shall be New Delhi, India and the language of the arbitration shall be English.

18.2.2 When any Dispute is referred to arbitration, except for the matters under Dispute, the Parties shall continue to exercise their remaining respective rights and fulfil their remaining respective obligations under this Agreement.

18.2.3 The arbitrators shall decide any such dispute or claim strictly in accordance with the governing law as specified in Section 19, below.

18.2.4 Each Party shall co-operate in good faith to expedite (to the maximum extent practicable) the conduct of any arbitral proceedings commenced under this Agreement.

18.2.5 The costs and expenses of the arbitration, including, the fees of the third arbitrator, shall be borne equally by each Party to the dispute or claim and each Party shall pay its own fees, disbursements and other charges of its counsel and the arbitrators nominated by it, except as may be otherwise determined by the arbitrators. The arbitrators would have the power to award interest on any sum awarded pursuant to the arbitration proceedings and such sum would carry interest, if awarded, until the actual payment of such amounts.

18.2.6 Any award made by the arbitrators shall be



final and binding on each of the Parties that were parties to the dispute.”

6. In view of the fact that disputes have arisen between the parties and the Lease Agreement contains an arbitration clause, this Court is inclined to appoint an Arbitrator to adjudicate upon the disputes between the parties.

7. Accordingly, Mr. Swaroop George, (Mob. No. 9871144284) is appointed as the 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 1996 Act within a week of entering on 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 of this Court on the merits of the contentions of the parties.

12. The present petition stands disposed of in the above terms along with pending application(s), if any.

SUBRAMONIUM PRASAD, J

NOVEMBER 10, 2025

S. Zakir