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

+ **ARB.P. 1145/2025**

MYWORX ZONE PVT LTD

.....Petitioner

Through: Dr. Vedant Bharadwaj, Dr. Sumant
Bharadwaj, Ms. Mridula Ray
Bharadwaj and Ms. Amrita Behera,
Advocates

versus

KAY JAY PROJECTS PVT LTD & ANR.

.....Respondents

Through: Ms. Pooja Gupta, Advocate
Mr. Ravi Kapoor with Mr. Rishav
Ambastha and Ms. Aditi Singhal,
Advocates

CORAM:

HON'BLE MR. JUSTICE SUBRAMONIUM PRASAD

ORDER

% **17.11.2025**

ARB.P. 1145/2025 & I.A. 28479/2025

1. This Petition has been filed under Section 11(6) of the Arbitration and Conciliation Act, 1996 seeking appointment of an Arbitrator to adjudicate on the disputes which have arisen between the parties under the Lease Deed dated 07.10.2024.
2. It is stated that under the said Agreement, the Petitioner herein leased out its property bearing No.B-6, Sector-4, Noida, Gautam Buddha Nagar, Uttar Pradesh, to the Respondents herein. It is stated that disputes have arisen between the parties regarding non-payment of dues.
3. A notice dated 13.06.2025 under Section 21 of the Arbitration and



Conciliation Act, 1996, was sent by the Petitioner to the Respondents invoking Arbitration. It is stated that the Respondents have not replied to the said Notice. The Petitioner has, therefore, approached this Court by filing the present Petition.

4. Notice in the Petition was issued on 04.08.2025.

5. Today, it is stated by the learned Counsels for the parties that they have agreed to the name of Justice Rekha Palli (Retd.), former Judge of this Court, as the Sole Arbitrator to adjudicate upon the disputes between the parties.

6. In view of the fact that disputes have arisen between the parties and the parties have unanimously chosen Justice Rekha Palli (Retd.), former Judge of this Court, to be appointed the Sole Arbitrator, this Court appoints Justice Rekha Palli (Retd.), former Judge of this Court, as the Sole Arbitrator to adjudicate upon the disputes between the parties.

7. 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.

8. The learned Arbitrator is also requested to file the requisite disclosure under Section 12(2) of the Arbitration & Conciliation Act within two weeks of entering the reference.

9. 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.

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



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

I.A. 26754/2025

12. This application has been filed by Respondent No.2 for deletion of Respondent No.2 from the array of parties on the ground that the Respondent No.2 is not a signatory to the Lease Deed.

13. In view of the fact that an Arbitrator has been appointed by this Court, the issue as to whether Respondent No.2 is a necessary party to the Arbitration or not would be decided by the learned Arbitrator.

14. The application is disposed of.

SUBRAMONIUM PRASAD, J

NOVEMBER 17, 2025

Rahul