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

+ **ARB.P. 1317/2024**

**KOTAK MAHINDRA BANK LIMITED** .....Petitioner

Through: Mr. Mahip Datta Parashar and Mr.  
Aman Vasisth, Advocates.

versus

**ADITYA LANDS PVT LTD** .....Respondent

Through:

**CORAM:**

**HON'BLE MS. JUSTICE JYOTI SINGH**

**ORDER**

% **02.09.2025**

1. This petition is filed on behalf of the Petitioner under Section 11 of the Arbitration and Conciliation Act, 1996 ('1996 Act') seeking appointment of a sole Arbitrator.

2. Disputes between the parties emanate from a Lease Deed executed between the Petitioner and the Respondent on 26.06.2006 for securing lease of property being Ground Floor, Plot No. 16, Block H-1A, Sector-63, Noida, U.P. On 15.12.2017, Petitioner terminated the lease and intimated the Respondent of the same and on 14.03.2018, Petitioner vacated the property calling upon the Respondent to complete the handing over process as also to refund the balance security deposit. Reminder was sent by the Petitioner on 19.07.2022 for refund of security deposit to the tune of Rs.12,63,575/- along with interest @ 18% per annum but there was no response. Petitioner also sent a legal notice dated 24.04.2024 seeking refund followed by notice invoking arbitration dated 07.02.2024. However, neither the Respondent paid the outstanding dues, according to the averments in the petition nor responded for giving consent for appointment of the Arbitrator.



3. Order dated 30.07.2025 passed by learned Joint Registrar shows that Respondent has been served through publication in 'The Statesman' (English edition) and 'Navbharat Times' (Hindi edition) but no one appeared for the Respondent. Right of the Respondent to file reply has been closed by the learned Joint Registrar. This is the second call of the matter. None appears for the Respondent. Even on the first call, there was no appearance. Accordingly, Respondent is set *ex parte*.

4. Learned counsel for the Petitioner points out that the Lease Deed contains an arbitration clause whereby parties agreed to refer their disputes in connection with the Lease Deed to arbitration. For ready reference, arbitration clause 23 is extracted hereunder:-

*"A. Any dispute arising howsoever in connection with the interpretation or implementation or purported termination of this Deed, the Parties shall attempt in the first instance to resolve such disputes by friendly consultations.*

*B. If such dispute is not resolved through friendly consultations within sixty (60) days after commencement of discussions or such longer period as the Parties agree to in writing, then any Party may refer the dispute for resolution by arbitration in accordance with the provisions of Clause 23(C).*

*C. All such disputes shall be referred to and finally resolved by arbitration by a sole arbitrator to be appointed by the **LESSEE** and the **LESSOR** by mutual consent. The arbitration proceedings shall be conducted in accordance with the Arbitration and Conciliation Act, 1996 as may be applicable from time to time or any other enactment replacing it. The language of the arbitration shall be English.*

*D. The Arbitration Award shall be final and binding on the Parties and the Parties agree to be bound thereby and to act accordingly.*

*E. Each party shall bear its costs of such Arbitration. When any dispute is under 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 Deed to the extent practicable.*

*F. The place of arbitration shall be New Delhi and any award made whether interim or final, shall be deemed for all purposes between the Parties to be made, in New Delhi."*

5. Petitioner sent invocation notice on 06.06.2024 which was duly



served on the Respondent as reflected from the proof of service filed with the petition. In light of the arbitration agreement between the parties, this Court finds no impediment in appointing an Arbitrator.

6. Accordingly, this petition is allowed. Coordinator, Delhi International Arbitration Centre ('DIAC') is requested to appoint an Arbitrator to adjudicate the disputes between the parties. Arbitration proceedings will be held under the aegis of DIAC and as per its Rules. Fee of the Arbitrator shall be as per the DIAC (Administrative Cost and Arbitrators' Fees) Rules, 2018.

7. Learned Arbitrator shall give disclosure under Section 12 of the 1996 Act before entering upon reference.

8. It is made clear that this Court has not expressed any opinion on the merits of the case and all rights and contentions of the respective parties are left open.

9. Petition stands disposed of in the aforesaid terms.

**JYOTI SINGH, J**

**SEPTEMBER 2, 2025/Ch/Shivam**