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

+ **ARB.P. 1317/2025**

SUNIL KAPOOR

.....Petitioner

Through: Mr. Karan Luthra and Mr. Rohan
Dua, Advocates

versus

JUBILANT FOODWORKS LIMITED

.....Respondent

Through: Mr. Rishi K. Awasthi and Mr. Rahul
Raj Mishra, Advocates

CORAM:

HON'BLE MR. JUSTICE AMIT BANSAL

ORDER

18.09.2025

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1. The present petition has been filed under Section 11 (6) of the Arbitration and Conciliation Act, 1996 (hereinafter 'the Act') seeking appointment of a Sole Arbitrator for the adjudication of the disputes between the parties arising out of a Lease Deed dated 21st September, 2013 (hereinafter 'the Lease Deed') by way of which the petitioner let out Basement, Ground Floor, First Floor and Second Floor of the property being *Property No. SCO-35, HUDA Commercial Complex, Sector 18, Udyog Vihar, Gurgaon — 122001*.

2. Counsel for the petitioner states that the Lease Deed, contains an arbitration clause, i.e. Clause 9.2, which provides for adjudication of disputes arising between the parties by arbitration. Clause 9.2 of the Lease Deed is set out below:

9.2 In case of any dispute or difference arising out of or in relation to



this Lease Deed, then the same shall be resolved and settled with the provision of the Arbitration and Conciliation Act 1996 or any statutory modification or re-enactments thereof. The place of Arbitration shall be New Delhi.

3. He further states that since there were disputes between the parties, the petitioner sent a notice dated 30th April, 2025 to the respondent under Section 21 of the Act, invoking the aforesaid arbitration clause.

4. The respondent *vide* its reply dated 16th May, 2025, replied to the aforesaid notice wherein the respondent acknowledged the existence of a valid arbitration clause in the Lease Deed dated 21st September, 2013, and also expressed its willingness to refer the disputes to arbitration. However, the respondent did not consent to the proposed Arbitrator nominated by the petitioner and instead proposed the name of an alternate Arbitrator.

5. Despite various communications exchanged between the parties, the parties have been unable to resolve their disputes through amicable means.

6. Notice was issued by this Court on 26th August, 2025.

7. Counsel appearing on behalf of the respondent submits that the respondent would have no objection to an Arbitrator being appointed by this Court.

8. Accordingly, the dispute between the parties under the Lease Deed is referred to the Arbitral Tribunal comprising of a Sole Arbitrator. The following directions are issued in this regard:

9. Ms. Manisha Singh, Advocate (Mobile No.: +91-9811941496) is appointed as a Sole Arbitrator to adjudicate the disputes between the parties.

- i. The arbitral proceedings shall be held under the aegis of the Delhi International Arbitration Centre, Delhi High Court, Sher Shah Road, New Delhi (hereinafter '**DIAC**').



- ii. The remuneration of the Arbitrator shall be in terms of DIAC (Administrative Cost and Arbitrators' Fees) Rules, 2018.
 - iii. The Arbitrator is requested to furnish a declaration in terms of Section 12 of the Act prior to entering into the reference. In the event there is any impediment to the Arbitrator's appointment on that count, the parties are given liberty to file an appropriate application before this Court.
 - iv. The parties shall approach the Arbitrator within two (2) weeks from today.
10. It is made clear that all the rights and contentions of the parties, including preliminary objections with regard to arbitrability of any of the claims as well as claims/ counter-claims of either of the parties on the merits of the dispute including the defence of the respondent that no amount is due and payable to the petitioner, are left open for adjudication by the Arbitrator.
11. The petition stands disposed of in the aforesaid terms.
12. Needless to state, nothing in this order shall be construed as an expression of this Court on the merits of the case.

AMIT BANSAL, J

SEPTEMBER 18, 2025
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