



\$~7

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

+ **ARB.P. 1331/2025**

MS. PRIYANEET OBEROI

.....Petitioner

Through: Mr. Shreesh Chadha, Adv.

versus

ASHIMARA HOUSING PRIVATE LIMITEDRespondent

Through: Ms. Smiti Verma and Ms. Beleena Biju, Advs.

CORAM:

HON'BLE MR. JUSTICE JASMEET SINGH

ORDER

% **25.09.2025**

1. This is a petition filed under Section 11(6) of the Arbitration and Conciliation Act, 1996 seeking appointment of a Sole Arbitrator.
2. The brief are that the parties entered into a Lease Deed dated 09.07.2019 pertaining to the First Floor of the plot located at A-34, Kailash Colony, New Delhi (**'Property'**).
3. The said Lease Deed contains an arbitration clause being Clause No. 9.1, which reads as under:

“9 Dispute Resolution

9.1 In the event of any dispute arising out of the terms of this Deed the same shall, at the first instance, be resolved amicably between the Parties through mediation. In the event that such dispute or any part thereof is not resolved through mediation within a period of 15 days, such dispute or part thereof shall be



referred to arbitration to be held as per the Arbitration and Conciliation Act, 1996, as amended from time to time. The arbitration shall be conducted by a sole arbitrator mutually appointed by the Parties. The seat of Arbitration shall be New Delhi and the language of the Arbitration shall be English . The decision of the arbitrator shall be final and binding on the Parties hereto. Costs shall be shared equally between the Parties. Without prejudice to the aforesaid, the Parties hereby agree that any proceedings for interim relief and for any other relief in connection with the dispute shall be subject to the exclusive jurisdiction of the Courts at Delhi.”

4. Since disputes arose with regard to rentals, the petitioner invoked arbitration vide legal notice dated 19.02.2025 and thereafter filed the present petition.
5. Ms. Verma, learned counsel for the respondent, states that the Lease Deed is admitted between the parties. However, she states that the disputes raised by the petitioner are not arbitrable as the parties have already settled the disputes.
6. The same is disputed by Mr. Chadha, learned counsel for the petitioner.
7. The fact whether the disputes are arbitrable or not will be adjudicated by the Sole Arbitrator.
8. I am satisfied that there is a valid arbitration clause between the parties and there are disputes that need to be settled through the arbitral mechanism.
9. For the said reasons, the petition is allowed and disposed of with the



following directions:

- i) Mr. Amrit Pal Singh Gambhir (Advocate) (Mob. No. 9810082347) 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.

JASMEET SINGH, J

SEPTEMBER 25, 2025/DM