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

+ **ARB.P. 1340/2025**

OMAXE LTD

.....Petitioner

Through: Mr. Karanjot Singh Mainee,
Ms. Shreya Gupta, Mr. Sahil Chopra
and Ms. Manya Kaushik, Advocates
with Ms. Neha Chaturvedi, A.R. of
the petitioner company

versus

ATHARVA HOTEL SUPERFLUITIES

INDIA PVT LTD

.....Respondent

Through: Mr. Vishal Bhatnagar and
Mr. Abhishek Kanwal, Advocates

CORAM:

HON'BLE MR. JUSTICE AMIT BANSAL

ORDER

03.11.2025

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1. The present petition has been filed under Section 11(6) of the Arbitration and Conciliation Act, 1996 (hereinafter 'Act') seeking appointment of a Sole Arbitrator for the adjudication of the disputes between the parties arising out of the Lease Deed dated 13th October, 2022 (hereinafter 'Lease Deed') entered into between the parties.

2. Counsel for the petitioner states that the Lease Deed contains an arbitration clause, i.e. Clause 15(b), which provides for adjudication of any disputes arising between the parties by way of arbitration. For ease of reference, Clause 15(b) of the Agreement is set out below:

"b. Arbitration



i. Any dispute not amicably settled within thirty (30) days of the Dispute submitted by a party, or such a longer period as may be agreed by the Parties during the period of negotiation and conciliation, shall be referred to arbitration in accordance with the Arbitration and Conciliation Act, 1996 or any amendment: or re-enactment thereof by either party.

ii. All proceedings of such arbitration shall be in the English language and the seat, place and venue of arbitration shall be New Delhi/Lucknow. The arbitration proceeding pursuant to this clause shall be strictly confidential.

iii. The arbitral panel shall consist of a sole arbitrator to be mutually appointed by the parties within 30 days from the date either party calling upon the other to appoint an arbitrator in terms of this agreement.

iv. In an event there is no concurrence, arbitrator to be appointed by the Competent Court. The Appointment of arbitrator and the arbitration shall be conducted in accordance with the provisions of the Arbitration and Conciliation Act, 1996 along with the Rules thereunder and any amendments thereto. The decision/award of the arbitrator shall be final/conclusive and binding on the parties.

v. The costs of the arbitration shall be borne by the Parties in such manner as the arbitrator shall direct in their arbitral award.

vi. 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. Lease Deed.”

3. He further states that since there were continuous breach and non-performance on behalf of the respondent, the petitioner sent a notice dated 18th July, 2025 to the respondent invoking the aforesaid arbitration clause under Section 21 of the Act.

4. The respondent has not sent a reply to the aforesaid notice to the petitioner.



5. Hence, the petitioner has been constrained to approach this Court by way of the present petition.
6. Notice was issued in the present petition on 3rd September, 2025.
7. Counsel appears on behalf of the respondent and submits that he has no objection if a Sole Arbitrator is appointed by this Court.
8. Accordingly, the dispute between the parties under the Agreement is referred to the Arbitral Tribunal comprising a Sole Arbitrator. The following directions are issued in this regard:
 - a. Justice (Retd.) VK Jain (Mobile No.: +91-9650116555) is appointed as a Sole Arbitrator to adjudicate the disputes between the parties.
 - b. 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**').
 - c. The remuneration of the Arbitrator shall be in terms of DIAC (Administrative Cost and Arbitrators' Fees) Rules, 2018.
 - d. 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.
 - e. The parties shall approach the Arbitrator within two (2) weeks from today.
9. It is made clear that all the rights and contentions of the parties, including the arbitrability of any of the claims and/ or counter claims, any other preliminary objections as well as claims on merits of the dispute of



either of the parties, are left open for adjudication by the Arbitrator.

10. The petition stands disposed of in the aforesaid terms.

11. All pending applications stand disposed of.

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

NOVEMBER 3, 2025
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