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

+ **ARB.P. 1368/2025**

SUKHMANI POLYMERS PVT LTD & ORS.Petitioners

Through: Mr. Siddharth Singh, Adv.

versus

JRD HOLDINGS PVT LTDRespondent

Through: Ms. Swati Setia, Adv.

CORAM:

HON'BLE MR. JUSTICE JASMEET SINGH

ORDER

% **13.10.2025**

1. This is a petition filed under Section 11(6) of the Arbitration and Conciliation Act, 1996 seeking appointment of an Arbitrator for adjudication of disputes between the parties.
2. The facts are that an Agreement to Lease dated 07.04.4017 was executed between the petitioners and respondent in respect of commercial space situated on Sohna Gurgaon Road and falling in the revenue State of Village Islampur, Tehsil and District Gurgaon, Haryana.
3. The said Agreement to Lease contains an arbitration clause being Clause No. 17, which reads as under:

“17. Arbitration: All disputes and differences arising between the parties hereto, arising out of or regarding interpretation of the Agreement shall be first tried to be resolved across the table. If the same still remains unresolved, it will be referred to arbitration under the provisions of Arbitration and Conciliation Act, 1996 or any statutory amendments/ modification thereto & for the time being in force. The arbitration proceedings shall be held at an



appropriate location in New Delhi by an Arbitrator who shall be appointed with mutual consent. ”

4. The original lease was between the petitioner and one JRD Hospitality, which was later assigned by JRD Hospitality to its nominee i.e., the respondent.
5. The subject property is a part of the Wedding Mall (now known as ‘Omaxe Celebration Mall’) built on commercial plot situated on Sohna Gurgaon Road and falling in the revenue State of Village Islampur, Tehsil and District Gurgaon, Haryana.
6. The subject property was originally leased to M/s Casa Bella Banquet by the builders M/s Oxame Ltd *vide* lease agreement dated 21.02.2009. During the pendency of the said lease, the petitioners had purchased the subject property from M/s Oxame Ltd as well as the rights under the lease agreement dated 21.02.2009.
7. Later, the respondent stepped into the shoes of the earlier lessee i.e., M/s Casa Bella Banquet. Accordingly, the respondent entered into the agreement with the petitioner to take the subject property on lease.
8. Since disputes arose between the parties, the petitioner invoked arbitration *vide* legal notice dated 12.06.2025 and thereafter, filed the present petition.
9. Ms. Setia, learned counsel appears for the respondent and states that the present dispute is not arbitrable. However, she states that as long as all the rights and contentions/ objections of the respondent are left open, including the maintainability, she has no objection to the appointment of an Arbitrator.
10. I am satisfied that there is a valid arbitration agreement between the parties and there are issues which need to be adjudicated through arbitral mechanism.
11. For the said reasons, the petition is allowed and the following directions



are issued:-

- i) Ms. Vrinda Bhandari (Advocate) (Mob. No. 9711680348) 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.
12. The reply handed over by the learned counsel for the respondent in Court today is taken on record.
13. The present petition is disposed of in the aforesaid terms.

JASMEET SINGH, J

OCTOBER 13, 2025/AS