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

+ **ARB.P. 1491/2025**

M/S PRATHAM INFRATECH PVT. LTD & ANR.....Petitioners

Through: Mr. Jenis Francis & Mr. Rahul Sarkar
Advocates,

versus

M/S CONOCEDOR HOSPITALITY PVT. LTDRespondent

Through: None

CORAM:

HON'BLE MR. JUSTICE JASMEET SINGH

ORDER

% **16.12.2025**

1. This is a petition filed under Section 11(6) of the Arbitration and Conciliation Act, 1996 (*“the Act”*) seeking appointment of an Arbitrator for adjudication of disputes between the parties.

2. The brief facts of the case are that the petitioner No. 1 is the owner of land admeasuring 28260 Sq. Mts. situated at Plot No. 06, Sector 14 (North), Dwarka, New Delhi - 110078 and has constructed and developed an integrated shopping *cum* entertainment centre called as “Vegas” mall on the said Land. The petitioner No. 1 agreed to permit the respondent to access a shop in the said mall *vide* Leave and License Agreement to operate a restaurant in the name of “DHABA”. Petitioner No. 2 is a maintenance agency responsible for the maintenance of the common area of the mall.

3. The parties executed a Leave and Licence Agreement and a Maintenance Agreement on 25.08.2021, both of which were co-terminus. Due to the respondent’s breach for non-payment of licence fees and



maintenance charges, the petitioners terminated both Agreements dated 25.08.2021.

4. The petitioner no.1 is presently in possession of the said shop in the mall.

5. Both the Agreements contain arbitration clauses.

6. Clause 22.1 of the Leave and License Agreement which reads as under:

“Clause 22.1 Disputes

22.1.1 Any dispute arising from or in connection with this Agreement/ Leave and License Agreement shall be submitted for Arbitration, which shall be conducted in accordance with the Provisions of the Arbitration and Conciliation Act, 1996 along with the rules framed thereunder and any amendments thereto by a sole arbitrator appointed from amongst a panel of 3 (three) retired High Court Judges as nominated by e Licensor. The Arbitration shall be conducted in English and the decision of the Arbitrator shall be final and binding on the parties. The seat of the Arbitration shall be in New Delhi.”

7. Clause 10 of the Common Area Maintenance Agreement reads as under:

“10. DISPUTE RESOLUTION

10.1 Any dispute arising from or in connection with this Agreement / Lease Agreement shall be submitted for Arbitration, which shall be conducted in accordance with the Provisions of the Arbitration and Conciliation Act, 1996 along with the rules framed there under and any amendments



thereto by a sole arbitrator chosen by the Licensee from amongst a panel of 3 (three) retired High Court Judges recommended by the Maintenance Agency. In the event, the Licensee fails to choose tire sole arbitrator from amongst the panel as recommended by the Maintenance Agency within a period of 15 days, then the Maintenance Agency shall be entitled to appoint a sole arbitrator from amongst the panel of retired Judges as aforestated. The Arbitration shall be conducted in English and the decision, of the Arbitrator shall be final and binding on the parties. The arbitration proceedings shall be held in New Delhi only.”

8. The petitioner invoked arbitration under Section 21 of the Act *vide* legal notice dated 23.04.2025 and thereafter filed the present petition.

9. The respondent has been served, appeared on the last date, sought and was granted time to file a reply. However, no reply has been filed.

10. There is nobody appearing on behalf of the respondent today.

11. I am satisfied that there is a valid arbitration clause between the parties and there are disputes which need to be adjudicated through the arbitral mechanism.

12. For the said reasons, the petitioner is allowed and disposed of with the following directions:

- i) Mr. Ashok Chhaparia (Advocate) (Mob. No. 9312209463) 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 petitioners shall approach the learned Arbitrator within two weeks from today.

JASMEET SINGH, J

DECEMBER 16, 2025/DM