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

+ **ARB.P. 1577/2025**

M/S ARKCHEST PRIVATE LIMITED

.....Petitioner

Through: Mr. Akshay Srivastava, Mr. Suryansh
Vashishth and Ms. Avani Sharma, Advocates.

versus

M/S TENTAMUS INDIA PRIVATE LIMITEDRespondent

Through: Mr. Anubhav Tyagi, Mr. Devang, Mr.
Puneet Singh, Mr. Sanskar Pradhan, Mr. Kuldeep
Jauhari and Mr. Sahil Ahuja, Advocates.

CORAM:

HON'BLE MS. JUSTICE JYOTI SINGH

ORDER

25.09.2025

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1. This petition is filed by the Petitioner under Section 11(6) of Arbitration and Conciliation Act, 1996 ('1996 Act') seeking appointment of a Sole Arbitrator to adjudicate the disputes between the parties.

2. It is the case of the Petitioner that Respondent approached the Petitioner with a proposal in July, 2024 for taking premises bearing No. 62, Block-D, Sector 80, Phase-II, Noida on lease and after deliberations and negotiations, Lease Deed was executed between the parties on 28.11.2024. Petitioner addressed several communications to the Respondent between January, 2025 to May, 2025 for furnishing requisite documents necessary for obtaining rent permission from Noida Authority as also for registration of the Lease Deed, however, there was no response. Finally, Respondent terminated the lease vide notice dated 06.06.2025 on the pretext of some



internal review and business restructuring. On 13.06.2025, Respondent wrote to the Petitioner expressing its intention to hand over vacant possession but the needful was not done. Accordingly, Petitioner invoked the arbitration clause vide notice dated 28.07.2025 and called upon the Respondent to consent to appointment of an Arbitrator. Respondent sent a reply dated 11.08.2025 and proposed the name of a Sole Arbitrator based at Hyderabad contrary to Clause 14, whereby New Delhi was designated as the seat and venue of arbitration. Since there was failure on part of the Respondent to appoint the Arbitrator within 30 days from receipt of invocation notice, present petition is filed.

3. Issue notice.

4. Counsel, as above, accepts notice on behalf of the Respondent and on instructions submits that since existence of Arbitration Clause 14 in the Lease Agreement is not in dispute, this Court may appoint an Arbitrator. Claims of the Petitioner are, however, disputed on merits.

5. The existence of arbitration agreement in the Lease Deed is not disputed. Reading of Clause 14.1 shows that parties envisaged adjudication of any dispute or difference with regard to the Lease Deed and all connected matters by a Sole Arbitrator and designated Delhi as the seat and venue of the arbitration.

6. Accordingly, Mr. Dhanajay Sahai, Advocate (Mobile No. 9811174147) is appointed as Sole Arbitrator to adjudicate the disputes between the parties. Fee of the Arbitrator shall be fixed as per Fourth Schedule of 1996 Act.

7. Learned Arbitrator shall give disclosure under Section 12 of the 1996 Act before entering upon reference.



8. It is made clear that this Court has not expressed any opinion on the merits of the case and all rights and contentions of the parties are left open.
9. Petition is disposed of in the aforesaid terms.

JYOTI SINGH, J

SEPTEMBER 25, 2025/YA