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

+ **ARB.P. 1621/2025**

DELHIVERY LIMITED

.....Petitioner

Through: Appearance not given

versus

DASARI VEERENDER REDDY

.....Respondent

Through: Mr. Mithun Shashank, Adv.

CORAM:

HON'BLE MR. JUSTICE JASMEET SINGH

ORDER

12.12.2025

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1. This is a petition filed under Section 11 of the Arbitration and Conciliation Act, 1996 seeking appointment of an Arbitrator for adjudication of disputes arising out of a Lease Deed dated 01.12.2023.
2. The brief facts of the case are that the petitioner and the respondent entered into a Lease Deed in respect of the respondent's premises for use as a warehouse for a period of eleven months from January 2023 to November 2023, pursuant to which the petitioner deposited an interest-free security deposit of INR 19,20,000/-. Upon expiry of the said lease, a fresh Lease Deed dated 01.12.2023 was executed for another term of eleven months from December 2023 to October 2024, with the mutual understanding that the security deposit paid under the earlier lease would stand adjusted and carried forward under the new Lease Deed.
3. As the premises did not meet the Petitioner's business requirements, the Petitioner issued a vacation notice terminating the lease in accordance



with its terms and intimated that it would vacate the premises on 12.02.2024, while requesting refund of the security deposit on or before 30.04.2024. The petitioner vacated the demised premises and handed over possession and keys to the respondent on 06.02.2024; however, despite repeated requests and legal notices dated 28.05.2024 and 21.08.2024, follow-ups in June and July 2024, and the respondent's assurance to issue a post-dated cheque, the security deposit was not refunded.

4. The Lease Deed contains an arbitration clause being Clause 18.9 which reads as under:

"18.9 Dispute Resolution

(a) Any dispute, difference or claim, that is not settled within fifteen (15) business days of the date on which such dispute, difference or claim is raised, arising out of or in connection with this Lease Deed including the construction, validity, execution, performance, termination or breach hereof (a "Dispute") shall be referred to final and binding arbitration under the Arbitration and Conciliation Act, 1996, as amended (the "Arbitration Act"). Such arbitration shall be held in Delhi. All proceedings of such arbitration shall be in English Language. The parties agree that the Dispute shall be adjudicated by a single arbitrator mutually agreeable to and appointed by the Parties.

(b) The arbitral award(s) rendered shall be final and binding. Each party shall bear their respective out of pocket expenses (including their respective legal advisor's fees).

(c) Notwithstanding any other provision of this Lease Deed, any Party shall be entitled to seek injunctive or other provisional relief



from the courts in Delhi pending the final decision or award of the arbitrator.”

5. Since there were disputes, the petitioner invoked arbitration *vide* legal notice dated 24.07.2025 and filed the present petition.
6. Mr. Shashank, learned counsel for the respondent had appeared on the last date and sought time to file a reply. No reply has been filed till date.
7. He, however, states that there are no disputes between the parties and hence the petition should be dismissed.
8. I am unable to agree.
9. Once the petitioner states that the petitioner has amounts due and payable, there are disputes which need to be adjudicated through the arbitral mechanism. Further, the arbitration clause is not in dispute.
10. For the said reasons, the petition is allowed and disposed of with the following directions:
 - i) Mr. Devansh Gupta (Advocate) (Mob. No. 9871209110) 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

DECEMBER 12, 2025/DM