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IN THE HIGH COURT OF DELHI AT NEW DELHI

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ARB.P. 1710/2025

MRS. RAJWATI W /O PRAKASH CHANDPetitioner

Through:

versus

RELIANCE PROJECTS AND PROPERTY MANAGEMENT
SERVICES LTD.Respondent

Through: Mr. K.R. Sasiprabhu, Mr. Aditya
Swarup, Mr. Vishnu Sharma, Mr. Yashrath Misra,
Advts.

CORAM:

HON'BLE MR. JUSTICE JASMEET SINGH

ORDER

28.11.2025

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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 between the parties
2. The brief facts of the case are that the petitioner owned a roof top premises of House No. T-1722, carved out of Khasra No. 296/16, Rishi Nagar, Kotla, Mubarakpur, New Delhi. The said premises was leased to the respondent for installation and operation of communication tower and a Licence Agreement dated 07.10.2008 was executed between the parties with a monthly rent of Rs. 18,700/-.
3. The said Lease Agreement contains an arbitration clause being Clause No. 37, which reads as under:

“In the event of any dispute arising by and between the parties hereto, the same shall be amicably resolved by conciliation failing which by Arbitration subject provisions of the Arbitration & Conciliation Act, 1996. The venue of the Arbitration shall be



Delhi. All disputes shall be subject to the jurisdiction of Delhi Courts.”

4. Mr. Swarup, learned counsel for the respondent, states that in the present case, the claims are extinguished as they same pertain to pre-insolvency period and hence, cannot be adjudicated. However, he states that the petitioner has also acknowledged the settlement deed of October, 2024. He further states that he has no objection to appointment of an Arbitrator provided the terms of paragraph No. 21 of ***Goqii Technologies (P) Ltd. v. Sokrati Technologies (P) Ltd., (2025) 2 SCC 192*** is made applicable.
5. In view of the above stated facts, the petition is allowed and the following directions are issued:-
 - i) Mr. Siddhant Nath, Advocate (Mob. No. 9910870397) 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.
6. The observations of the Hon'ble Supreme Court in paragraph No. 21 of ***Goqii Technologies (P) Ltd. (supra)*** will apply to the arbitration proceedings i.e. if the Arbitrator comes to a finding that claimant canvassed issues which were non-existence and *mala-fide*, appropriate costs shall be imposed.
7. The petition is disposed of in aforesaid terms.

NOVEMBER 28, 2025 / (MS)

JASMEET SINGH, J