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

+ **ARB.P. 1743/2025**

NITU MEHTA & ANR.

.....Petitioners

Through: Mr. Zeeshan Hashmi, Advocate.

versus

SRI GURU NARAYAN SINGH @ SRI GURU MEHTA & ANR.

.....Respondents

Through: Mr. R. K. Saxena, Advocate

CORAM:

HON'BLE MR. JUSTICE SUBRAMONIUM PRASAD

ORDER

24.11.2025

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1. The present petition has been filed under Section 11 of the Arbitration and Conciliation Act, 1996 by the Petitioners seeking appointment of an Arbitrator to adjudicate upon the disputes which have arisen between the parties under Deed of Reconstituted Partnership Deed dated 09.06.2022 (*hereinafter referred to as "Partnership Deed"*).

2. Material on record indicates that the Firm was constituted on 15.04.2021. The initial Partnership Deed was executed between Justice (Retd.) Late Dr. Thir Narayan Singh Mehta, Late Shri Mukut Narayan Singh@Mukut Mehta, and Respondent No.1 herein as partners. Justice (Retd.) Late Dr. Thir Narayan Singh Mehta passed away on 22.05.2022 and thereafter, the Partnership Deed was re-constituted on 09.06.2022 between Respondent No.1 and Late Shri Mukut Narayan Singh@Mukut Mehta as partners.



3. Clause 2 of the Partnership Deed records that the Office of the Partnership Firm would be at C-6/52, S.D.A., New Delhi – 110016.

4. Clause 14 of the Partnership Deed refers to death, retirement, lunacy & Insolvency of partners which reads as under

“14. DEATH, RETIREMENT, LUNACY & INSOLVENCY: *That the partnership shall be at WILL. Any of the partners may retire from the firm by giving at least three (3) months' notice in advance to other partner(s). The death/lunacy/ insolvency of the partner shall not operate as dissolution of the firm. In such cases one of the representatives of such person ceasing to be a partner if he /she decide so shall be allowed to join this partnership as per provisions of I.P Act, 1932.”*

5. Clause 15 of the Partnership Deed is a dispute resolution clause which reads as under:

“15. SETTLEMENT OF DISPUTES: *That dispute and differences among the partners in relation to the interpretation of this deed, running of the partnership business and resolution of any problem arising therefrom, the provisions of the Arbitration and Conciliation Act, 1996 shall apply.”*

6. Clause 17 of the Partnership Deed refers to jurisdiction which reads as under:

“17. JURISDICTION: *That the jurisdiction for all civil/ criminal disputes related to this partnership business shall be at Delhi.”*

7. It is stated that Late Shri Mukut Narayan Singh@Mukut Mehta has passed away on 07.11.2024. It is stated by the learned Counsel for the Petitioners that Petitioner No.1 is the widow of Late Shri Mukut Narayan



Singh@Mukut Mehta who is entitled to be inducted as partners in the firm. It is stated that since the Petitioner No.1 was not inducted as a partner, a notice under Section 21 of the Arbitration and Conciliation Act, 1996 was sent by the Petitioners to the Respondents invoking Arbitration. A reply to the said notice was also sent by the Respondents on 23.08.2025 denying the Petitioners' right to seek arbitration, and therefore, the Petitioners have approached this Court by filing the present petition seeking appointment of an Arbitrator.

8. Though learned Counsel appearing for the Respondents raises certain objections, however, none of the objections are related to the issue of jurisdiction of this Court to entertain the present petition or on the issue regarding the existence of an Arbitration Agreement.

9. The business of the Firm is in Delhi and, therefore, this Court has the jurisdiction to entertain the present petition.

10. In view of the fact that disputes have arisen between the parties and the Partnership Deed contains an arbitration clause, this Court is inclined to appoint an Arbitrator to adjudicate upon the disputes between the parties.

11. Accordingly, Ms. Tejaswi, Advocate (Mob. No: 9542791019) is appointed as the Sole Arbitrator to adjudicate upon the disputes between the parties.

12. The arbitration would take place under the aegis of the Delhi International Arbitration Centre (DIAC) and would abide by its rules and regulations. The learned Arbitrator shall be entitled to fees as per the Schedule of Fees maintained by the DIAC.

13. The learned Arbitrator is also requested to file the requisite disclosure under Section 12(2) of the 1996 Act within two weeks of entering on



reference.

14. All rights and contentions of the parties in relation to the claims/counter-claims are kept open, to be decided by the learned Arbitrator on their merits, in accordance with law.

15. It is made clear that all the observations made in this Order are only restricted to the appointment of the Arbitrator. Needless to say, nothing in this order shall be construed as an expression of this Court on the merits of the contentions of the parties.

16. The petition stands disposed of in the above terms, along with pending application(s), if any.

SUBRAMONIUM PRASAD, J

NOVEMBER 24, 2025

S. Zakir