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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**
+ **ARB.P. 1990/2025**

PREM DAAN SANSTHANPetitioner

Through: Mr. Karan Chopra, Mr. Neeraj Malik,
Advs.

versus

CELEXA WELLNESS PRIVATE LIMITEDRespondent

Through:

CORAM:

HON'BLE MR. JUSTICE JASMEET SINGH

ORDER

23.12.2025

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1. This is a petition filed under Section 11(6) 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 executed a Lease Deed on 14.11.2019 commencing from 21.10.2019 for a period of 9 years with a 3 year lock-in period in favour of respondent. However the respondent defaulted on the payment of rent and maintenance.
3. The Lease Deed contains an arbitration clause being Clause No. 34 which reads as under:

“34. Any dispute or difference arising between the parties shall be resolved amicably at the first instance. Unresolved disputes, controversies, contests, disputes If any, shall be in accordance with the Provisions of the Arbitration and Conciliation, 1996 along with the rules framed there under and any amendments thereto by a sole Arbitrator appointed by the LESSOR and LESSEE. The arbitration shall be conducted in English. The



decision/award of the Arbitrator shall be final/conclusive and binding on the parties. The seat of arbitration shall be at New Delhi.”

4. Since there were disputes, the petitioner invoked arbitration *vide* legal notice dated 24.07.2025 and thereafter filed the present petition.
5. As per the master data, the email ID of the respondent is vngandcompany@gmail.com.
6. The respondent has been served at the said email ID and despite service there is nobody appearing on behalf of the respondent.
7. I am satisfied that there is a valid arbitration clause and there are disputes which need to be adjudicated through the arbitral mechanism.
8. For the said reasons, the petition is allowed and the following directions are issued:-
 - i) Ms. Prabhsahay Kaur, Advocate (Mob: 9810158581) 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 petitioner shall approach the learned Arbitrator within two weeks from today.
9. The present petition is disposed of in the aforesaid terms.

JASMEET SINGH, J

DECEMBER 23, 2025/AS