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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**
+ ARB.P. 2043/2025 & I.A. 30397/2025-EX.
AVDHESH CHANDRA GOYAL & ORS.Petitioner
Through: Ms. Pritha Srikumar Iyer and Mr.
Ritwik Gupta, Advocates
versus
HRISHANT RAMESH SINGHRespondent
Through: Respondent-in-person

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+ O.M.P.(I) 19/2025
AVDHESH CHANDRA GOYAL & ORS.Petitioner
Through: Ms. Pritha Srikumar Iyer and Mr.
Ritwik Gupta, Advocates
versus
HRISHANT RAMESH SINGHRespondent
Through: Respondent-in-person

CORAM:

HON'BLE MR. JUSTICE JASMEET SINGH

ORDER

09.12.2025

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O.M.P.(I) 19/2025

1. This is a petition filed under Section 9 of the Arbitration and Conciliation Act, 1996, wherein the petitioners have sought interim orders against the respondent to hand over physical and vacant possession of Third Floor of the residential property bearing No. S-145, Panchsheel Park, New Delhi – 110017 to the petitioner.
2. The facts are that the petitioners are senior citizens and owners of demised premises, namely, residential property bearing No. S-145, Panchsheel Park, New Delhi – 110017. The premises were leased out to the respondent for a period of 3 years i.e., from 10.04.2022 to 09.04.2025 *vide* a Lease Deed dated 11.04.2022.



3. The registered Lease Deed contains an arbitration clause being Clause xii under Sr. No. 4 titled “Provided and it is hereby agreed by and between the Lessors and the Lessee as follows” which reads as under:-

“xii. All disputes, differences or disagreement arising out of this lease agreement shall be mutually discussed and settled between the parties. Any dispute, differences, or disagreement which cannot be amicably settled, shall be finally decided by arbitration to be held in accordance with a provision of the Arbitration and Conciliation Act-1996.”

4. The respondent was unable to pay the rent from the expiry of the lease deed and continues to be in possession.
5. The petitioner terminated the lease deed on 18.08.2025 and thereafter invoked arbitration *vide* the said notice.
6. Mr. Hrishant Ramesh Singh, the respondent who appears through video conferencing mode makes a statement that he shall hand over vacant and peaceful physical possession of the demised premises to the petitioners on or before 31.01.2026. Additionally, he shall also clear the entire arrears of rent / mesne profits as well as electricity and water bills till the date of his possession.
7. Taking his statement on record and binding the respondent to the same, the present petition is disposed of.
8. In case, the amounts are not paid, not only the petitioners will be entitled to revive the petition, but also take action for violating the undertaking made in Court.

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9. In view of the order passed in O.M.P.(I) 19/2025, the learned counsel



for the petitioners does not press the present arbitration petition and hence, the same is disposed of.

10. In case the order passed today is not complied with, the petitioners will be at liberty to revive the petition.

DECEMBER 9, 2025 / (MS)

JASMEET SINGH, J