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

+ **ARB.P. 245/2025**

SANJAY SINGH & ORS.

.....Petitioners

Through: Mr. Sudhir Naagar and Mr. Aditya Chaudhan, Advocates.

versus

M/S DEVYANI INTERNATIONAL LTD.

.....Respondent

Through: Mr. Lakshay Agarwal, Advocate.

CORAM:

HON'BLE MS. JUSTICE JYOTI SINGH

ORDER

11.07.2025

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I.A. 2957/2025

1. This application is filed on behalf of the Petitioners under Section 151 CPC seeking condonation of delay in refiling the petition.
2. For the reasons stated in the application, the same is allowed and disposed of condoning the delay in refiling.

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3. This petition is filed on behalf of the Petitioners under Section 11(6) of the Arbitration and Conciliation Act, 1996 ('1996 Act') seeking appointment of the Arbitrator to adjudicate the disputes between the parties.
4. Case of the Petitioners as set out in the petition is that Petitioners are owners of property bearing Plot No. 002 & 003, Block-KM, Section 104, Noida, District Gautam Budh Nagar, Uttar Pradesh ('subject property') having combined area of about 1500 sq. ft. Lease Agreement was executed between the Petitioners and the Respondent on 21.01.2021 for lease of the subject property for a period of 15 years. On 16.12.2023, Petitioners issued notice to the Respondent to vacate the subject property as they were intending to use the same for their own business. Respondent contested the



notice on the ground that the termination was illegal and contrary to terms of the Lease Agreement. Petitioners thereafter issued a notice under Section 106 of the Transfer of Property Act, 1882 on 08.04.2024 terminating the Lease Agreement and calling upon the Respondent to vacate the tenanted premises within 15 days.

5. It is averred that a petition under Section 9 of the 1996 Act being OMP (I) (COMM) 167/2024 was filed by the Respondent before the learned District Judge (Commercial), Patiala House Courts during which parties were referred for mediation, which however failed and the petition was disposed of on 07.08.2024 recording the statements of the Petitioners that they shall not dispossess the Respondent without due process of law and will not interfere in the day-to-day working of the Respondent in the subject property. Petitioners also filed a petition under Section 9 of the 1996 Act being O.M.P (I) (COMM) 55/2025, for securing the amount due towards them towards the rental of the subject property, which is stated to be pending. In this backdrop, disputes having arisen between the parties, Petitioners seek appointment of a sole Arbitrator as the Lease Agreement contains arbitration Clause 13 whereby parties agreed to refer any dispute or difference arising from the said Agreement to arbitration with the seat and venue of the arbitration being New Delhi.

6. Mr. Lakshay Agarwal, learned counsel enters appearance for the Respondent and fairly and candidly submits that arbitration clause is not disputed and this Court may appoint the sole Arbitrator to adjudicate the *inter se* disputes between the parties.

7. Admittedly, there is an arbitration agreement in the Lease Agreement executed between the parties on 21.01.2021, which is extracted hereunder,



for ready reference:-

“13. ARBITRATION

13.1 Any dispute or difference arising between the Parties shall be resolved amicably at the first instance. Unresolved disputes, shall be submitted to arbitration to a sole arbitrator. The arbitration shall be conducted in accordance with the provisions of the Arbitration and Conciliation Act 1996 along with the Rules there under and any amendments thereto. The arbitration shall be conducted in English. The decision/award of the arbitrator shall be final/conclusive and binding on the Parties. The seat and venue of the arbitration shall be at New Delhi.”

8. Existence of the arbitration agreement is undisputed and therefore, in light of the judgment of the Supreme Court in ***SBI General Insurance Co. Ltd. v. Krish Spinning, 2024 SCC OnLine SC 1754***, this Court finds no impediment in appointment of the sole Arbitrator. With the consent of the parties, learned Co-ordinator, Delhi International Arbitration Centre (‘DIAC’) is requested to take steps for appointment of the sole Arbitrator. Arbitral proceedings will be held under the aegis of DIAC and fee of the Arbitrator shall be fixed as per fee schedule under DIAC (Administrative Cost & Arbitrators’ Fees) Rules 2018.
9. Learned Arbitrator shall give disclosure under Section 12 of the 1996 Act before entering upon reference.
10. It is made clear that this Court has not expressed any opinion on the merits of the case and all rights and contentions of the respective parties are left open.
11. Petition is disposed of in the aforesaid terms.

JYOTI SINGH, J

JULY 11, 2025/YA