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

+ **ARB.P. 55/2026**

RAKESH KUMAR VATS & ANR.

.....Petitioners

Through: Mr. Rahul Malhotra, Mr. Siddharth
Singh and Ms. Manika Mudgal, Advs.
M: 9205676149

versus

GOLD STAR ACADEMY

.....Respondent

Through: None.

CORAM:

HON'BLE MS. JUSTICE MINI PUSHKARNA

ORDER

19.03.2026

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1. Mediation Report dated 27th February, 2026 has been received, as per which, the matter has remained as a 'Non starter'.
2. The petition has been filed under Section 11(6) of the Arbitration and Conciliation Act, 1996 ("Arbitration Act"), for appointment of an Arbitrator.
3. Learned counsel appearing for the petitioners submits that disputes have arisen between the parties under Leave and License Agreement dated 21st May, 2025 between the parties. The petitioners alleged breach of payment obligation and unlawful occupation by the respondent. It is to be noted that the relationship between the parties is that of Licensor (petitioners) and Licensee (respondent) under registered Leave and License Agreement dated 21st May, 2025 with respect to premises being *E-369, Nirman Vihar, Delhi*.



4. The respondent had taken the premises for commercial use for five years with a locking period of eighteen months. Refundable security deposit of Rs. 4 Lac was also paid.
5. The dispute arises from non-payment of license fees since July, 2025 and continued unlawful possession by the respondent.
6. It is the case of the petitioners that despite repeated reminders and notices the respondent has neither cleared the dues nor vacated the premises.
7. Attention of this Court has been drawn to the Arbitration Clause, i.e., Clause 21, which reads as under:

“xxx xxx xxx

21. Arbitration:

Any dispute, difference or claim arising out of or in connection with this agreement shall be referred to arbitration in accordance with the arbitration and conciliation act, 1996. The arbitration shall be conducted by a sole arbitrator mutually appointed by both parties. The seat and venue of arbitration shall be Delhi, and the proceedings shall be conducted in English. The award passed by the learned arbitrator shall be final and binding on both the parties.

xxx xxx xxx”

8. Perusal of the aforesaid Clause shows that the seat and venue of the arbitration is in Delhi and the Arbitration shall be conducted by a sole Arbitrator.
9. The petitioner had earlier issued a legal notice dated 19th November, 2025 terminating the Agreement between the parties and calling upon the respondent to pay the outstanding dues and to construe the said legal notice as a notice under Section 21 of the Arbitration and Conciliation Act, 1996.
10. The respondent had failed to file any reply to the said notice and did not comply with the said notice.
11. Accordingly, the present petition had come to be filed.



12. Learned counsel appearing for the petitioners submits that their claim amount is more than Rs. 10 Lacs.

13. Learned counsel appearing for the petitioner submits that the Arbitration be conducted under the aegis of Delhi International Arbitration Centre (“DIAC”).

14. Accordingly, considering the submissions made before this Court the following directions are issued:

- i) Ms. Anshika Saxena, Advocate (Mob: +91-8377944021) is appointed as the Sole Arbitrator to adjudicate the disputes between the parties.
- ii) The arbitration proceedings shall be held under the aegis and Rules of Delhi International Arbitration Centre, Delhi High Court, Sher Shah Road, New Delhi (“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 Arbitration Act prior to entering into the reference. In the event of any impediment to the Arbitrator’s appointment on that Count, the parties are given liberty to file an appropriate application before this Court.
- v) It shall be open to the respondent to raise counter-claims, if any, in arbitration proceedings.
- vi) 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.
- vii) The parties shall approach the learned Arbitrator within two (02) weeks from the date of appointment of the Arbitrator.



15. It is made clear that this Court has not expressed any opinion on the merits of the case.

16. Accordingly, the present petition is disposed of in the aforesaid terms.

17. The Registry is directed to send a copy of this order to the Secretary, DIAC for information and compliance.

MINI PUSHKARNA, J

MARCH 19, 2026/KR