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

+ **ARB.P. 98/2026**

KUSUM CHAUDHARY

.....Petitioner

Through: Mr. Chetan Singh and Ms. Jyoti,
Advts.

versus

KAJAL RANA

.....Respondent

Through: Mr. Amit Kumar, Adv. (Through VC)

CORAM:

HON'BLE MS. JUSTICE MINI PUSHKARNA

ORDER

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10.03.2026

1. The present petition has been filed under Section 11(6) of the Arbitration and Conciliation Act, 1996 ("Arbitration Act"), seeking appointment of a Sole Arbitrator for adjudication of the disputes between the parties arising out of the Lease Deed dated 06th June, 2025 executed in relation to the property, i.e., *Plot No./Khasra No. 437/2, Extended Lal Dora, Laxmi Vihar, Burari, Delhi-110084*.
2. The said Lease Deed was executed for a period of nine years, wherein, the petitioner is the Lessor of the commercial premises and the respondent is the Lessee at the said premises. Further, as per the Lease Deed, a monthly rent of Rs. 2,35,000/- was payable by the respondent on or before fifth day of every calendar month.
3. The present dispute has arisen as the petitioner contended that the respondent has committed persistent defaults in the payment of rent and failed to pay the same from May, 2025 to December, 2025, amounting to Rs. 18,80,000/-.



4. Since the dispute could not be resolved amicably, the petitioner invoked the arbitration by sending a Legal Notice dated 03rd November, 2025, under Section 21 of the Arbitration Act, and the same was replied to by the respondent by Reply dated 12th November, 2025, wherein, the appointment of the Arbitrator was rejected and no further suggestions were made by the respondent. Hence, the present petition has been filed.

5. In the present case, though the reply of respondent is under objection, and not before this Court, on a pointed query by this Court, learned counsel appearing for the respondent submits that in view of the dispute between the parties, the matter can be referred to the Arbitration.

6. Attention of this Court is brought towards the dispute resolution clause, i.e., Clause 16 of the Lease Deed dated 06th June, 2025, which reads as under:

“xxx xxx xxx

16 DISPUTE RESOLUTION

“The Parties shall endeavour to resolve any dispute arising out of or in connection with this Lease Deed amicably through mutual discussions. If the dispute remains unresolved after mediation, it shall be referred to and finally resolved by arbitration in accordance with the Arbitration and Conciliation Act, 1996, as amended from time to time. The seat and venue of arbitration shall be Delhi, and the language of the arbitration proceedings shall be English.

xxx xxx xxx”

7. Perusal of the aforesaid arbitration clause clearly shows that there is a valid Arbitration Agreement between the parties and the venue of arbitration shall be in Delhi.

8. At this stage, learned counsel for the petitioner submits that they had a claim amount of approximately Rs. 18,50,000/- till December, 2025, which



has now escalated to Rs. 25,80,000/-.

9. Accordingly, this Court is satisfied that there is a dispute between the parties and there is a valid arbitration clause, and in view thereof, the disputes are to be adjudicated by way of referring the parties to arbitral proceedings.

10. In view of the above, with the consent of the parties, the following directions are issued:

- i. Mr. Amol Acharya, Advocate, (Mobile No.: 8860875882) is appointed as a Sole Arbitrator to adjudicate the disputes between the parties.
 - ii. The remuneration of the Arbitrator shall be in terms of Schedule IV of the Arbitration Act.
 - iii. The 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 there is any impediment to the Arbitrator's appointment on that count, the parties are given liberty to file an appropriate application before this Court.
 - iv. It shall be open to the respondent to raise counter-claims, if any, in arbitration proceedings.
 - v. It is made clear that all the rights and contentions of the parties, including, the arbitrability of any of the claims and/or counter-claims, any other preliminary objection, as well as claims on merits of the dispute of either of the parties, are left open for adjudication by the learned Arbitrator.
 - vi. The parties shall approach the Arbitrator within two (2) weeks from today.
11. Needless to state, nothing in this order shall be construed as an expression of this Court on the merits of the case.
12. The present petition is disposed of in the aforesaid terms.



13. The Registry is directed to send a copy of this order to the learned Arbitrator, for information and compliance.

MARCH 10, 2026/KR

MINI PUSHKARNA, J