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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**
+ **ARB.P. 143/2026**
M/S GM ENTERPRISES PVT LTDPetitioner
Through: Mr. Puneet Bhardwaj, Advocate.

versus

M/S ONS HOSPITALITY AND ORSRespondents
Through: Mr. Vijay Sehgal, Advocate

+ **O.M.P.(I) (COMM.) 28/2026**
M S GM ENTERPRISES PVT LTDPetitioner
Through: Mr. Puneet Bhardwaj, Advocate.

versus

M S ONS HOSPITALITY AND ORSRespondents
Through: Mr. Vijay Sehgal, Advocate

CORAM:
HON'BLE MR. JUSTICE SUBRAMONIUM PRASAD

ORDER
10.03.2026

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ARB.P. 143/2026

1. The present petition has been filed under Section 11 of the Arbitration and Conciliation Act, 1996 by the Petitioner seeking appointment of an Arbitrator to adjudicate upon the disputes between the parties under a Lease Deed dated 25.05.2023 (*hereinafter referred to as "Lease Deed"*).
2. Material on record indicates that the Petitioner is the landlord and the Respondents are the tenant. It is the case of the Petitioner that the Respondents have not been regular in paying the monthly rentals. It is stated that since the cheques given by the Respondents were being dishonoured, the Petitioner issued a legal notice dated 29.10.2025 to the Respondents,



terminating the tenancy of the Respondents.

3. Clause 8(1) of the Lease Deed contains an arbitration clause by which the Parties have decided to get their disputes adjudicated through arbitration.

4. Although a notice dated 29.10.2025 was issued by the Petitioner to the Respondents, primarily seeking payment of the outstanding rent from the Respondents, learned counsel for the Petitioner has drawn the attention of this Court to the last paragraph of the said notice, contending that the same constitutes invocation of arbitration under Section 21 of the Arbitration and Conciliation Act, 1996. The last paragraph of the said notice reads as under:

“Your attention is also invited to Clause 8(1) of the lease deed which provides for arbitration. Thus, this notice, for all intents and purposes, be also treated as a notice for invocation of said Arbitration Clause and in the event, you fail to appear or participate in the proceedings before Delhi International Arbitration Centre (DIAC), my client reserves the right to proceed ex-parte and to request DIAC to appoint a sole arbitrator and continue with the arbitration proceedings, as per applicable rules and provisions.”

5. In view of the fact that disputes have arisen between the parties and the Lease Deed contains an arbitration clause, this Court is inclined to appoint an Arbitrator to adjudicate upon the disputes between the parties.

6. Accordingly, Ms. Neeha Nagpal, Advocate (Mob. No.9810030834) is appointed as the Sole Arbitrator to adjudicate upon the disputes between the parties.

7. The arbitration would take place under the aegis of the Delhi International Arbitration Centre (DIAC) and would abide by its rules and regulations. The learned Arbitrator shall be entitled to fees as per the Schedule of Fees maintained by the DIAC.



8. The learned Arbitrator is also requested to file the requisite disclosure under Section 12(2) of the 1996 Act within two weeks of entering on reference.

9. All rights and contentions of the parties in relation to the claims/counter-claims are kept open, to be decided by the learned Arbitrator on their merits, in accordance with law.

10. Needless to say, nothing in this order shall be construed as an expression of this Court on the merits of the contentions of the parties.

11. The petition stands disposed of in the above terms, along with pending application(s), if any.

O.M.P.(I) (COMM.) 28/2026

1. The present petition under Section 9 of the Arbitration and Conciliation Act, 1996 has been filed by the Petitioner with the following prayers:

“A. Direct the Respondents to furnish adequate security in the form of a bank guarantee issued by a nationalized bank in India or such other security that shall cover the entire sum in dispute, i.e., Rs. 1,25,23,526/-(Rupees One Crores Twenty Five Lakhs Twenty Three Thousand Five Hundred and Twenty Six only) between the parties;

Alternatively;

B. Direct the Respondent to deposit with this Hon'ble Court the entire sum in dispute, i.e., Rs. 1,25,23,526/-(Rupees One Crores Twenty Five Lakhs Twenty Three Thousand Five Hundred and Twenty Six only) alongwith interest) between the parties in terms of the subject lease deed which be kept in an interest bearing fixed deposit until the conclusion of the arbitration proceedings;



C. Direct the Respondents to restore the actual and vacant possession of the Demised Premises i.e. First Floor and Terrace Floor of the Property bearing No. 3, Local Shopping Centre, EFGH Block, Masjid Moth, Greater Kailash - II, New Delhi to the Petitioner;

D. Costs of the Petition may kindly also be also awarded to the Petitioner;

E. Pass such any other order(s) which this Hon'ble Court deems fit and proper may also be granted in favour of the Petitioner and against the Respondents.”

2. This Court has already appointed an Arbitrator in ARB.P. 143/2026 filed by the Petitioner to adjudicate upon the disputes between the parties.
3. The Arbitrator is requested to consider the present petition filed under Section 9 as one filed under Section 17 of the Arbitration and Conciliation Act, 1996 and decide the same in accordance with law, preferably within four weeks from date of the upload of the Order.
4. It is open for the Respondents to raise all the objections before the Arbitrator and it is for the Arbitrator to decide and take his own view on the basis of weight of the evidence to be led before the Arbitrator.
5. It is made clear that this Court has not made any observations on the merits of the case.
6. With these observations, the petition is disposed of, along with pending application(s), if any.

SUBRAMONIUM PRASAD, J

MARCH 10, 2026

S. Zakir