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

+ **ARB.P. 321/2026**

MR. HARI KRISHAN KAPOOR & ANR.Petitioners
Through: Mr. Aditya Chopra and Ms. Devika
Thakur, Advs.

versus

M/S PBBRULEE (OPC) PRIVATE LIMITED & ANR.Respondents
Through: Mr. Imran Khan, Adv.
Mob: 9313413721 and 9811061563

CORAM:
HON'BLE MS. JUSTICE MINI PUSHKARNA

ORDER
10.04.2026

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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 disputes between the parties arising out of the Lease Deed dated 08th October, 2021 ("Lease Deed").
2. As per the facts on record, the parties executed a Lease Deed, whereby, the petitioners being owners of the property bearing No. M-06, First Floor, Greater Kailash Part-II (Market), New Delhi - 110048, leased out the same to the respondent no. 1, for the purpose of running a salon for a period of nine (09) years.
3. As per the case of the petitioners, disputes have arisen between the parties owing to the respondents' continued default in adhering to the agreed



rental structure under the Lease Deed. On account of the aforesaid, the petitioners terminated the Lease Deed *vide* a legal notice dated 18th March, 2023, in exercise of its right under Clause 42 of the Lease Deed.

4. Further, pursuant to the non-payment of the outstanding Lease Rent by the respondents, the petitioner invoked the Arbitration Clause, i.e., Clause 45 of the Lease Deed *vide* Notice under Section 21 of the Arbitration Act dated 24th April, 2025, which was duly served upon the respondents.

5. Learned counsel for the petitioner draws the attention of this Court to the Arbitration Clause in the Lease Deed, i.e., Clause 45, which reads as under:

“xxx xxx xxx

45. The Parties shall attempt, in the first instance, to resolve any dispute or difference arising in any way or manner out of, in relation to, or in connection with this agreement through discussions between the representatives of the parties. If such dispute is not resolved through the above process within thirty (30) days from the date when either party issues a notice seeking to initiate discussions, the same shall be decided by arbitration by a sole arbitrator appointed by the parties with mutual consent within thirty (30) days from the failure of the negotiations/discussions. In case the parties fail to mutually appoint an arbitrator within fifteen (15) days of receipt of a notice from the other party, the arbitrator shall be appointed by the concerned Honourable High Court. The decision of the arbitrator shall be final and binding on the parties. The arbitration proceedings will be conducted in accordance with the Arbitration and Conciliation Act, 1996, as amended or replaced from time to time. Arbitration proceedings shall be conducted in the English language. The seat of arbitration shall be New Delhi.

xxx xxx xxx”

6. Perusal of the aforesaid Arbitration Clause clearly shows that there is a valid Arbitration Agreement between the parties, which stipulates reference of disputes to a Sole Arbitrator. Further, as per the Arbitration Clause, the seat of arbitration shall be at New Delhi.



7. Learned counsel appearing for the respondents, on instructions, submits that they do not dispute the Arbitration Clause, and have no objection if an Arbitrator is appointed.

8. Learned counsel appearing for the petitioner submits that they have an approximate claim of Rs. 15,36,300/- (Rupees Fifteen Lakhs Thirty-Six Thousand Three Hundred Only).

9. This Court notes that the Arbitration Clause is not disputed by either of the parties and the respondents have given their consent for appointment of an Arbitrator. Thus, there is no impediment in appointment of an Arbitrator, in terms of Clause 45 between the parties.

10. Accordingly, with the consent of the parties, the following directions are issued:

- i. Mr. Raj Kumar Yadav, Advocate, (Mobile No.: 9818836222) 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 respondents to raise counter-claims, if any, in the 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 any 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. The petition is disposed of in the aforesaid terms.
12. The Registry is directed to send a copy of this order to the learned Arbitrator, for information and compliance.

MINI PUSHKARNA, J

APRIL 10, 2026
JYH