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

+ **ARB.P. 479/2026**

M/S AYVENS INDIA PRIVATE LIMITEDPetitioner
Through: **Mr. Akhilesh Pradhan, Advocate**
Mob: 7827403519

versus

M/S ANIL RAI ELECTRONIC ENTERPRISES PVT. LTD.
THROUGH ITS DIRECTORSRespondent
Through: **None.**

CORAM:
HON'BLE MS. JUSTICE MINI PUSHKARNA

ORDER
23.04.2026

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1. Office noting shows that the respondent has been served through E-mail sent by the Registry.
2. Further, respondent also stands served by speed post, as well by ordinary modes.
3. Affidavit of service, filed on behalf of the petitioner is also on record, showing the service upon the respondent.
4. None appears for the respondent, when the matter is called out.
5. Accordingly, this Court proceeds with the matter.
6. 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 Agreement and Agreement for Fee Management Services dated 10th November, 2021.



7. Attention of this Court has been drawn to the Arbitration Clause, i.e., Article 9.2, which reads as under:

“xxx xxx xxx

9.2 (I) Arbitration:

All disputes, differences, claims and demands arising under or pursuant to or concerning this Agreement shall be referred to Arbitration in accordance with the provisions of the Arbitration & Conciliation Act, 1996 or any statutory amendment or re amendment or re-enactment thereof, subject to following rules:

- (a) Arbitration shall be conducted by a sole arbitrator to be appointed by LPIN.
- (b) The language of arbitration shall be English and place of arbitration shall be Delhi.
- (c) The respective costs of arbitration shall be borne equally by the parties in the first instance; however, the successful party shall be entitled to the costs of arbitration including legal and recovery costs.
- (d) The award shall be a speaking award and shall be binding on the parties

(II) Jurisdiction:

Subject to 9.2 (i), the laws of India shall govern this Agreement. The courts in New Delhi shall have exclusive jurisdiction in respect of any matter, claim or dispute arising out of or in any way, relating to this Agreement.

xxx xxx xxx”

8. Perusal of the aforesaid clearly shows that there is a valid arbitration agreement between the parties and exclusive jurisdiction has been conferred to the Courts at New Delhi.

9. Further, attention of this Court has been drawn to the notice under Section 21 of the Arbitration Act, with proof of service of the said notice upon the respondent.

10. Accordingly, there is no impediment in appointing an Arbitrator.

11. Learned counsel appearing for the petitioner submits that the petitioner has an approximate claim of Rs. 30,00,000/-.

12. Accordingly, the following directions are issued:

- i) Ms. Latika Malhotra, Advocate, (Mob: +91-9811895162) is appointed



as the 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 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.
 - iv) It shall be open to the respondent 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, 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.
 - vi) The parties shall approach the learned Arbitrator within two (02) weeks from today.
13. Accordingly, the present petition is disposed of in the aforesaid terms.
14. A copy of the order passed today, be sent to the learned Arbitrator, for information and compliance.

MINI PUSHKARNA, J

APRIL 23, 2026/SK