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

+ **ARB.P. 583/2026 & I.A. 8950/2026**

MR NIRMAL KISHORE JAIN & ANR.

.....Petitioners

Through: Mr. Garvesh Kabra, Mr. Amit Singh
and Mr. Ankur Agnihotri, Advocates.

versus

M/S OMAXE LIMITED

.....Respondent

Through: Ms. Niharika Shukla, Advocate.

CORAM:

HON'BLE MR. JUSTICE SUBRAMONIUM PRASAD

ORDER

08.05.2026

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1. This is a petition under Section 11(6) of the Arbitration & Conciliation Act, 1996, for appointment of an Arbitrator to adjudicate the disputes which have arisen between the parties.
2. Facts as revealed from the Petition are that on 30.09.2010, the Petitioners booked a commercial space at Project 'Omaxe Connaught Place' being developed by the Respondent and thereafter, an Allotment Letter dated 01.10.2010 was issued in favour of the Petitioners by the Respondent. As per the Allotment Letter, possession of the commercial space was to be handed over to the Petitioners within a stipulated time period.
3. It is further stated that the Allotment Letter also provided that the Respondent would pay an assured rental of Rs.89,725/- per month.
4. Subsequently, a Lease Agreement dated 04.10.2010 was entered into between the parties, whereby it was agreed that an assured rental for a



period of nine (9) years from the date of possession until 31.03.2022 with periodic increase of 15% in every three years will be paid.

5. It is stated that the Petitioners were depositing payments regularly and 100% of the amount being Rs.69,21,217.95/-, was duly paid by the Petitioners, however, the Respondent neither handed over the actual physical possession of the commercial space nor did they adhere to the payment of rentals.

6. Clause 41(c) of Allotment Letter contains an arbitration clause which stipulates that the seat of arbitration would be Delhi.

7. A notice under Section 21 of the Arbitration & Conciliation Act, 1996, invoking arbitration under Clause 41(c) of the Allotment Letter was issued on 26.11.2025 by the Petitioners to the Respondent. According to the Petitioners, the said Notice was duly served upon the Respondent however, since there was no response from the Respondent, the Petitioners approached this Court seeking appointment of an Arbitrator.

8. Notice in the present petition was issued on 06.04.2026.

9. Ms. Niharika Shukla, learned Counsel enters appearance on behalf of the Respondent.

10. In view of the fact that disputes have arisen between the Parties and the Agreement contains an arbitration clause at Clause 41(c), this Court is inclined to appoint an Arbitrator to adjudicate upon the disputes between the parties.

11. Accordingly, Ms. Radhika Bishwajit Dubey, Advocate (Mob. No. 9810982927) is appointed as the Sole Arbitrator to adjudicate upon the disputes between the parties.

12. 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.

13. The learned Arbitrator is also requested to file the requisite disclosure under Section 12(2) of the Arbitration and Conciliation Act, 1996, within two weeks from the date of entering into reference.

14. 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.

15. Needless to state, nothing in this Order shall be construed as an expression of this Court on the merits of the contentions of the parties.

16. The Petition stands disposed of in the above terms, along with pending Application(s), if any.

SUBRAMONIUM PRASAD, J

MAY 08, 2026

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