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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**
+ **ARB.P. 621/2026**
MANMEET KAUR PROPRIETOR MAA GUJARI ENTERPRISES

.....Petitioner

Through: Mr. Rohit Oberoi, Mr. Umang Bhatia
and Ms. Shruti Garg, Advocates

versus

ANITA GULATI

.....Respondent

Through: Mr. Saurabh Jain, Mr. Swapnesh Dak,
Ms. Parul Garag, Mr. Jeet Singh
Baise, Advocates

CORAM:

HON'BLE MR. JUSTICE SUBRAMONIUM PRASAD

ORDER

% **13.05.2026**

1. This is a Petition under Section 11(6) of the Arbitration & Conciliation Act, 1996, for the appointment of an Arbitrator to adjudicate the disputes which have arisen between the parties under the Lease Deed dated 10.07.2018 [**“the Lease Deed”**], with respect to the ground floor portion of the premises bearing no. 327, Hauz Qazi, Delhi - 110006 [**“the Property”**].
2. Facts as stated in the Petition reveal that the Petitioner took the Property on rent from the Respondent on 10.07.2018 and two years thereafter, the Petitioner came to know that the Property is subject matter of a mortgage.
3. Upon learning the above issue, the Petitioner sought to surrender the lease and sought for the return of the security amount which had been given by the Petitioner to the Respondent and for this purpose, the Plaintiff issued



a Notice dated 22.03.2021, calling upon the Respondent to take back possession of the Property and refund her the security deposit. It is stated that a suit was filed by the Petitioner for recovery of Rs.12,78,000/- before the District Judge, Tis Hazari Courts, Delhi. However, the Petitioner's plaint was returned by the learned District Judge *vide* an Order dated 07.11.2025, on two grounds; one being that the suit was commercial in nature and thus, was incorrectly filed and the second reason being that since there is an arbitration clause in the Lease Deed, any disputes in relation to or in connection with the Lease Deed ought to be dealt with by an arbitral tribunal.

4. The arbitration clause under the Lease Deed reads as under:-

“APPLICABLE LAW AND JURISDICTION

This Lease Deed shall be governed by the laws Republic of India and the Courts at New Delhi shall have exclusive jurisdiction to try or entertain any dispute between the Parties hereto including Arbitration Proceedings.

ARBITRATION

Any disputes or difference arising out of or in connection with the present Lease Deed shall be referred to the arbitration to be conducted by a Sole Arbitrator in accordance with the provisions of the Arbitration and Conciliation Act, 1996. The arbitration proceedings shall be conducted at New Delhi and the award of the arbitrator shall be final and binding upon the parties.”

5. In view of the return of the Petitioner's Plaint by the learned District Judge, the Petitioner has approached this Court by filing the present Petition for the appointment of an Arbitrator.

6. A perusal of the arbitration clause shows that the seat of arbitration is



in Delhi and since both the parties are from Delhi, this Court will have the jurisdiction to entertain the present petition.

7. Notice in the present Petition was issued on 09.04.2026.

8. Learned Counsel enters appearance on behalf of the Respondent. Therefore, service is complete.

9. A perusal of the arbitration clause and the documents on record indicates that disputes have arisen between the parties under the agreement. Accordingly, Ms. Deepal Goel, Advocate, (Mob No: 9999048001) is appointed as the Sole Arbitrator to adjudicate upon the disputes between the parties.

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

11. The learned Arbitrator is also requested to file the requisite disclosure under Section 12(2) of the Arbitration & Conciliation Act, 1996, within three weeks of entering reference.

12. 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.

13. 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.

14. The present Petition stands disposed of in the above terms along with pending application(s), if any.

SUBRAMONIUM PRASAD, J

MAY 13, 2026/hsk