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

+ **ARB.P. 633/2026**

MR SAURABH JAIN

.....Petitioner

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

versus

M/S OMAXE LIMITED

.....Respondent

Through: Ms. Niharika Shukla, Advocate
(M:8296537018)

CORAM:

HON'BLE MS. JUSTICE MINI PUSHKARNA

ORDER

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08.05.2026

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 arising out of Allotment Letter dated 04th June, 2011 ("Allotment Letter").
2. As per the facts on record, the respondent executed a Builder Buyer Agreement by way of the Allotment Letter for an office space in *Omaxe Connaught Place, situated at Beta II, Greater Noida, Dist. Gautam Budh Nagar, U.P.*, as per which, the project was to be completed withing a period of 30 months, and the petitioner was to receive possession of the allotted office space.
3. Pursuant to the same, the parties executed an Addendum to the Allotment Letter dated 04th June, 2011, whereby, the respondent agreed to take the said office space on lease from the petitioner by way of a Lease Agreement dated 04th June, 2011 for the purposes of sub-leasing, and agreed to pay rental of Rs. 67,096/- per month to the petitioner, for a period of 9



years with increment of 15% in rent every 3 years.

4. It is noted that disputes arose between the parties as the petitioner never received possession of the office space despite the period of lease being completed nor has any Conveyance Deed been executed in favour of the petitioner despite making complete payment for the office unit. Further, the respondent has stopped the payment of the rent from 29th November, 2022, nor, has it paid the incremental rent that was applicable as per the terms of the Allotment Letter.

5. Subsequently, on account of the disputes between the parties, the petitioner issued the Legal Notice dated 11th September, 2025 seeking execution of the terms of the Allotment Letter. Further, the petitioner invoked the arbitration by way of Notice dated 26th November, 2025 under Section 21 of the Arbitration Act. However, no response was filed by the respondent to both the notices.

6. At this stage, this Court notes the Arbitration Clause as contained in Clause 40(c) of the Allotment Letter, which is reproduced as under:

“xxx xxx xxx

40.

(c) All or any disputes arising out of or touching upon or in relation to the terms of this Allotment Letter including the interpretation and validity of the terms thereof and the respective rights and obligations of the parties shall be settled amicably by mutual discussion falling which the same shall be settled through arbitration. The arbitration proceedings shall be governed by the Arbitration & Conciliation Act, 1996 and/or any statutory amendments/ modifications thereof for the time being in force. The arbitration proceedings shall be held at an appropriate location in New Delhi. The Courts at Delhi alone shall have jurisdiction in all the matters arising out of/or touching upon and/or in connection with this Allotment.

xxx xxx xxx”

7. Perusal of the aforesaid clause shows that there is a valid Arbitration



Agreement between the parties, which stipulates reference of disputes between the parties to an Arbitrator. Further, the Arbitration Clause shows that the arbitral proceedings shall be held at New Delhi, and the Courts at Delhi alone shall have jurisdiction on all the matters arising out of/or touching upon and/or in connection with this allotment.

8. Learned counsel for the respondent submits that she has no objection if an arbitrator is appointed.

9. This Court notes that the petitioner has approximate claim of Rs. 50,86,952/-.

10. Therefore, this Court is satisfied that there are disputes between the parties and there is a valid arbitration clause, and accordingly the disputes are to be adjudicated by way of referring the parties to arbitral proceedings.

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

i) Ms. Yoothica Pallavi, Advocate (Mob: +91-8826514951) 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 Arbitrator is requested to furnish a declaration in terms of Section 12 of the 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 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 either 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.

12. Needless to state, nothing in this order shall be construed as an expression of this Court on the merits of the case.

13. The petition is disposed of in the aforesaid terms.

14. The Registry is directed to send a copy of this order to learned Arbitrator, for information and compliance.

MINI PUSHKARNA, J

MAY 8, 2026/au