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IN THE HIGH COURT OF DELHI AT NEW DELHI

Date of decision: 14.05.2026

+ O.M.P.(I) (COMM.) 160/2026

DEVYANI INTERNATIONAL LIMITED

.....Petitioner

Through: Mr. Satish Rai, Mr. Lakshay
Agarwal, Mr. Gulshan Kumar
Maurya and Ms. Charish
Yadav, Advocates.

versus

LANKA JANAKIBAI & ANR.

.....Respondents

Through: Mr. Naveen Sehrawat, Ms.
Shelly Tewatia and Mr. Sachin
Upadhyay, Advocates.

CORAM:

**HON'BLE MR. JUSTICE HARISH VAIDYANATHAN
SHANKAR**

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JUDGMENT (ORAL)

1. The present Petition has been filed under Section 9 of the Arbitration and Conciliation Act, 1996 ["Act"], seeking the following reliefs:

a. Restrain the Respondents, directly or through persons/ individuals claiming under/ through them from interfering with the day to day affairs of the business of the Petitioner being run at the Ground Floor admeasuring 877 sq. ft. and the First Floor, admeasuring 900 sq. ft, along with a frontage of 29 feet and a façade of 30 feet in the Building located at Vishakhapatnam District, Madhurwasa Sub Registered Area, Chinagadili Mnadal Yendada Gram Panchayar, Yendada Village, Zerocity Dty Patta No. 151, Survey No. 10 part, in any manner whatsoever, till

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By: HARVINDER KAUR
BHATIA
Signing Date: 15.05.2026
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initiation of the arbitral proceedings, its pendency and till the outcome of the arbitral proceedings under Lease Deed dated 06.12.2024 and the Addendum dated 11.04.2025; and

b. Restrain the Respondents, directly or through persons/ individuals claiming under/through them from unlawfully dispossessing or causing to unlawfully dispossess or evict the Petitioner from the Leased Premises without following the due process of law, in any manner whatsoever, till initiation of the arbitral proceedings, its pendency and till the outcome of the arbitral proceedings under Lease Deed dated 06.12.2024 and the Addendum dated 11.04.2025; and

c. Restrain the Respondents, directly or through persons/ individuals claiming under/ through them from disrupting the electricity supply and other utilities of the Petitioner being run at the Leased Premises, in any manner whatsoever, till initiation of the arbitral proceedings, its pendency and till the outcome of the arbitral proceedings under Lease Deed dated 06.12.2024 and the Addendum dated 11.04.2025; and

d. Restrain the Respondents, directly or through persons/ individuals claiming under/ through them or any of its agencies from obstructing the ingress and egress in relation to the Leased Premises, in any manner whatsoever, including but not limited to use of force or locks, till initiation of the arbitral proceedings, its pendency and till the outcome of the arbitral proceedings under Lease Deed dated 06.12.2024 and the Addendum dated 11.04.2025; and

e. Direct the Respondents to extend all necessary cooperation and assistance to the Petitioner to enable continuation of business operations at the Leased Premises, including ensuring unhindered access and availability of agreed facilities in terms of the Lease Deed dated 06.12.2024 and the Addendum dated 11.04.2025; and

f. Pass ex-parte ad-interim, and interim, relief in terms of Prayer 'a', "b' 'c', 'd'and 'e' above; and..”

2. The disputes are stated to have arisen out of a Lease deed dated 06.12.2024 [**“Lease Deed”**] read with addendum thereto dated 11.04.2025 [**“Addendum”**]. The Lease Deed contains a dispute resolution clause, being Clause 13 [**“Arbitration clause”**], which stipulates adjudication of disputes between the parties by way of Arbitration. The aforesaid Clause is reproduced herein under for ready reference:



“13. ARBITRATION

13.1 Any dispute or difference arising between the Parties shall be resolved amicably at the first instance. Unresolved disputes, shall be submitted to arbitration to a sole arbitrator. The arbitration shall be conducted in accordance with the provisions of the Arbitration and Conciliation Act 1996 along with the Rules there under and any amendments thereto. The arbitration shall be conducted in English. The decision/award of the arbitrator shall be final/conclusive and binding on the Parties. The seat and venue of the arbitration shall be at New Delhi.”

3. After advancing some arguments, learned counsel appearing on behalf of parties, on instructions, submit that they are *ad idem* that the disputes, as between the parties, may be referred to be adjudicated by arbitration in terms of the aforestated Arbitration clause instead of adjudication of present Petition on merits.

4. Further, the learned counsel for the parties also submit that they are *ad idem* that the present Petition, under Section 9 of the Act, may be treated as an Application under Section 17 of the Act, and consequently be adjudicated upon by the learned Sole Arbitrator, so appointed.

5. This Court is of the considered view that since the parties have mutually consented to adjudication of disputes by way of Arbitration and, further, are *ad idem* to the appointment of a Sole Arbitrator, the commencement of arbitral proceedings ought not be unduly delayed.

6. Accordingly, the statutory requirements of addressing a Legal Notice under Section 21 of the Act, invoking the Arbitration clause, and filing of a separate Application under Section 11 of the Act, for appointment of an Arbitrator, are dispensed with.

7. The underlying valuation of the disputes is stated to be approximately Rs. 3 crores.



8. Accordingly, this Court hereby appoints **Ms. Priya Kumar, Senior Advocate (Mobile No. 9811355512)** as the Sole Arbitrator and requests her to enter upon the reference and adjudicate the disputes *inter se* the parties.

9. Further, the present Petition under Section 9 of the Act shall be treated as an Application under Section 17 of the Act, and appropriate directions may be passed by the learned Sole Arbitrator upon entering reference.

10. The learned Sole Arbitrator is requested to consider the aforesaid Application under Section 17 of the Act as expeditiously as possible.

11. The learned Sole Arbitrator may proceed with the arbitration proceedings, subject to furnishing to the parties the requisite disclosures as required under Section 12(2) of the Act within one (01) week of entering the reference.

12. The Registry is directed to forward a copy of this Order to the learned Sole Arbitrator through all permissible modes, including electronic mode.

13. The learned Sole Arbitrator shall be entitled to a fee in accordance as may be agreed between the parties and the learned Arbitrator.

14. All rights and contentions of the parties are kept open, to be decided by the learned Sole Arbitrator on merits, in accordance with law.

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

16. Accordingly, the present Petition, along with pending



Application(s), if any, stands disposed of in the aforesaid terms.

HARISH VAIDYANATHAN SHANKAR, J.
MAY 14, 2026/ v/DJ