



\$~13

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

+ **ARB.P. 712/2026**

MR. SUBHASH CHANDER KAPOORPetitioner

Through: Mr. Anuj Gupta, Ms. Shivani Sharma
and Ms. Deeksha Agrawal, Advocates.

versus

**M/S HPM FOODS PVT LTD THROUGH ITS
DIRECTORS**

.....Respondent

Through: Mr. Bharat Bhushan, Advocate for R4
and R5.

CORAM:

HON'BLE MR. JUSTICE VIKAS MAHAJAN

ORDER

% **19.05.2026**

1. By this petition filed under Section 11(6) of the Arbitration and Conciliation Act, 1996 (hereinafter, 'the Act') petitioner seeks appointment of an Arbitrator to adjudicate the disputes between the parties under the Lease Agreement dated 23.01.2025. The agreement provides for resolution of disputes by way of arbitration. Clause 13 of the said Lease Agreement is an arbitration clause.
2. The disputes having arisen between the parties, the petitioner invoked the arbitration *vide* communication dated 23.02.2026, which did not elicit any response.
3. In this backdrop, petitioner was constrained to file the present petition under Section 11 of the Act.
4. Notice in this petition was issued on 20.04.2026.
5. Mr. Bharat Bhushan, learned counsel appearing on behalf of the respondent submits that the matter may be referred to mediation to explore



the possibility of amicable resolution, and in the event of failure of mediation, the matter will stand referred to arbitration, which course is also acceptable to the learned counsel for the petitioners.

6. On being queried by the Court as to the existence of the arbitration clause, learned counsel for the respondent does not dispute the same.

7. Accordingly, without prejudice to the rights and contentions of the parties, the matter is referred to the mediation under the aegis of Delhi High Court Mediation & Conciliation Centre [in short, 'Centre'] to explore the possibility of an amicable settlement.

8. The parties are directed to appear before the Centre on 26.05.2026 at 03.00 P.M.

9. In case no settlement is arrived at between the parties within a period of four weeks or such further extended time as the parties may jointly agree, the matter shall stand referred to arbitration.

10. In view of the above, the present petition is disposed of with the following directions:

- (i) The disputes between the parties under the said Lease Agreement will stand referred to the Arbitrator if parties are unable to reach an amicable settlement within four weeks or till the further extended time as the parties may agree.
- (ii) Mr. Tushar Mehra, Advocate; [Mob. 9717471680]; E-mail: advocatetusharmehra@gmail.com is appointed as the Sole Arbitrator, to adjudicate the disputes between the parties.
- (iii) The arbitration will be held under the aegis of the Delhi International Arbitration Centre, Delhi High Court, Sher Shah Road, New Delhi [hereinafter, referred to as the 'DIAC']. The remuneration of the



learned Arbitrator shall be in terms of DIAC (Administrative Cost and Arbitrators' Fees) Rules, 2018 or as the parties may agree. The DIAC may register the case forthwith.

- (iv) The learned Arbitrator shall furnish a declaration in terms of Section 12 of the Act prior to entering upon the reference.
- (v) It is made clear that all the rights and contentions of the parties are left open for adjudication by the learned arbitrator.
- (vi) The parties shall approach the DIAC within two weeks thereafter, in case of failure to reach an amicable settlement.

VIKAS MAHAJAN, J

MAY 19, 2026/jg