



2026:DHC:4328



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* **IN THE HIGH COURT OF DELHI AT NEW DELHI****Date of Decision: 15.05.2026**+ **O.M.P.(I) (COMM.) 202/2026 & I.A. 13166/2026 (Ex.)****JUBILANT FOODWORKS LIMITED**Petitioner

Through: Mr. Jeevesh Nagrath, Senior Advocate along with Mr. Rishi K. Awasthi and Mr. Rahul Raj Mishra, Advocates along with Mr. Nrip Vaibhaw, AR.

versus

SITA RAM SOKHALRespondent

Through: Mr. Ashish Mohan, Senior Advocate along with Mr. Aditya Ganju, Mr. Auritro, Mukherjee, Mr. Samanyu Sethi, Mr. Vatsal Agrawal, Mr. Sahil Safdar and Mr. Alzafary MK, Advocates.

**CORAM:
HON'BLE MR. JUSTICE HARISH VAIDYANATHAN
SHANKAR**% **JUDGEMENT (ORAL)****HARISH VAIDYANATHAN SHANKAR, J.**

1. The present Petition, filed under Section 9 of the Arbitration and Conciliation Act, 1996 ["Act"] read with Section 151 of the Code of Civil Procedure, 1908, seeks the following *ad interim* reliefs:-

"A. Pass an order of interim injunction restraining the Respondent from acting upon or giving effect to the Reply-Cum-Termination Notice dated 16.03.2026 issued by the

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O.M.P.(I) (COMM.) 202/2026

Page 1 of 5



2026:DHC:4328



Respondent, pending the commencement and final adjudication of the disputes by the Arbitral Tribunal;

- B. Pass an order of interim injunction restraining the Respondent, his agents, servants, employees, representatives, or any person acting for and on his behalf, from taking any coercive or physical steps to forcefully evict or dispossess the Petitioner from the Leased Premises situated at Shop No. M-83, Ground Floor, M-Block Market, Greater Kailash-II, New Delhi 110048, or in any manner interfering with the Petitioner's peaceful possession and smooth business operations of its "Domino's Pizza" outlet at the said premises;
- C. Direct the parties to maintain status quo as to the possession of the Leased Premises at Shop No. M-83, Ground Floor, M-Block Market, Greater Kailash-II, New Delhi- 110048, pending the conclusion of the arbitral proceedings;
- D. Pass an order of interim injunction restraining the Respondent from disconnecting, or causing the disconnection of, essential utility services including but not limited to electricity and water supply to the Leased Premises, or creating any hindrance in the Petitioner's access to the same;"

2. The present disputes are stated to have arisen out of an undated Lease Deed [**"Agreement"**] executed between the parties, which is stated to have commenced and come into force on 01.11.2022 and is annexed as Document No.3 to the present Petition read with Supplementary Lease Deed dated 03.04.2023 [**"Addendum"**].

3. The aforesaid Agreement contains a dispute resolution clause, being Clause 9 of the Agreement [**"Arbitration Clause"**]. The relevant portion whereof, being Clause 9(b), is reproduced herein under:

"9. DISPUTE RESOLUTION

(b) In case of any dispute or difference arising out of or in relation to this Agreement, then the same shall be resolved and settled with the provision of the Arbitration and Conciliation Act 1996 or any statutory modification or re-enactments thereof. The place of Arbitration shall be New Delhi."

4. The material on record also reflects that the Petitioner has, *vide*

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O.M.P.(I) (COMM.) 202/2026

Page 2 of 5



2026:DHC:4328



Legal Notice dated 25.03.2026 [**“Section 21 Notice”**], invoked the aforestated Arbitration clause as envisaged under Section 21 of the Act.

5. The aforesaid Section 21 Notice was replied to, by the Respondent, *vide* a Letter dated 01.04.2026, whereby the Respondent did not consent to appointment of an Arbitrator or to initiation of the Arbitral proceedings.

6. However, 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.

7. 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.

8. 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.

9. Accordingly, the statutory requirement of filing of a separate Application under Section 11 of the Act, for appointment of an Arbitrator, is dispensed with.

10. Though, the material on record does not reflect the underlying value of the disputes *inter se* the parties, it is stated to be not less than Rs. 2 Crores.



2026:DHC:4328



11. Accordingly, this Court hereby appoints **Mr. Shyam Sharma, Advocate (Mobile No. 9810153965)**, as the Sole Arbitrator and requests him/her to enter upon the reference and adjudicate the disputes *inter se* the parties.

12. 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.

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

14. 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.

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

16. The learned Sole Arbitrator shall be entitled to a fee in accordance with the Schedule IV of the Act or as may be agreed between the parties and the learned Arbitrator.

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

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

19. Accordingly, the present Petition, along with pending



2026:DHC:4328



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

HARISH VAIDYANATHAN SHANKAR, J.
MAY 15, 2026/nd/DJ

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O.M.P.(I) (COMM.) 202/2026

Page 5 of 5