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

% ***Date of Decision: 20th November, 2026***

\# **CNR No. DLHC010421322026**

\+ ARB.P. 1606/2026

M/S LR ASSOCIATES .....Petitioner

Through: Mr. Manish Kumar, Mr. Shagun Verma, Advocates.

versus

M/S PINK LOTUS HOTELS AND BANQUETS LLP .....Respondent

Through: Ms. Ruchika Sharma, Mr. Rohan Sharma, Mr. Pulkit Saluja, Mr. Bhavya Adhana, Advocates.

CORAM:
HON'BLE MR. JUSTICE MANOJ JAIN

J U D G M E N T *(oral)*

1. The present petition has been filed under Section 11 of *Arbitration and Conciliation Act, 1996*, seeking appointment of an Arbitrator for adjudication of disputes which have arisen between the parties.

2. There was a registered *lease deed* dated 01.02.2024 between the parties and petitioner was inducted as lawful tenant in a commercial premises known as Lotus Paradise Hotel. The abovesaid *lease deed* contains an arbitration clause which reads as under:-

> *"13.* ***Governing Law and Jurisdiction:-***
> *All or any disputes, differences, controversy, claim arising out of and in relation to the present agreement between both the parties to the present agreement including the breach, termination or validity thereof, if not settled amicably between the parties, shall be referred to sole arbitrator to be appointed by both the parties. The arbitration proceeding shall be conducted and be governed by the provisions of Arbitration and Conciliation Act, 1996 and any statutory modification / amendment made thereto. The Arbitration shall be held in Delhi only and the Courts of Sonepat, Haryana shall have the exclusive jurisdiction. The arbitration proceedings shall be conducted in English language only*."

3. Learned counsel for petitioner submits that petitioner has already

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vacated the premises in question and is seeking refund of security deposit and damages to unlawful and unauthorised detention of its goods. According to petitioner, the total claims might be in the vicinity of Rs. 45,00,000/- approximately.

4. The notice was duly replied by the respondent in which, without prejudice to their preliminary objections and while denying the averments made by the petitioner, they expressed no objection if an arbitrator is appointed.

5. Learned counsel for respondent reiterates the same and states that while reserving all their rights and contentions, they would have no objection to appointment of an arbitrator. The limited request is to direct the arbitration proceedings under the aegis of *Delhi International Arbitration Centre*, New Delhi (DIAC), to which petitioner has no objection.

6. In view of the above and with the consent of the parties, the petition stands disposed of with the following directions:-

i) The disputes between parties concerning said agreement are referred to arbitration.

ii) Mr. Abhishek Grover, Advocate (Mobile No. 9871804549) email: *adv.grover@gmail.com* is appointed as Sole Arbitrator to adjudicate the same.

iii) The arbitration will be held under the aegis of *Delhi International Arbitration Centre, New Delhi* (DIAC) and would be governed by the Rules of DIAC. The fee of the Arbitrator shall be fixed as per fee schedule under DIAC (Administrative Cost and Arbitrator's fees) Rules 2018.

iv) The learned Arbitrator is requested to furnish a declaration in

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terms of Section 12 of *Arbitration and Conciliation Act, 1996* prior to entering into the reference.

v) It is made clear that all the rights and contentions of the parties, including as to the arbitrability of the claim and any other preliminary objections regarding limitation, misjoinder etc. as well as merits of claim or counter claim, if any, are left open for adjudication by the learned Arbitrator.

vi) The parties shall approach DIAC within two weeks from today.

7. The petition stands disposed of in aforesaid terms.

8. A copy of this order be also communicated by the Registry to the learned sole arbitrator as well as to the learned coordinator of the DIAC.

(MANOJ JAIN)
JUDGE

NOVEMBER 20, 2026*/sw/js*

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