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

\# **CNR No. DLHC010465692026**

\+ ARB.P. 1731/2026

MS. TANYA TYAGI .....Petitioner

Through: Mr. Anupdeep Singh, Advocate

versus

M/S STURMFREI HOSPITALITY PRIVATE LIMITED .....Respondent

Through: Mr. Ramesh Kumar Mishra Mr. Manasvi Thapar Mr Zubair Rashid Bangroo, Advocates

CORAM:
HON'BLE DR. JUSTICE SWARANA KANTA SHARMA

O R D E R

% 28.10.2026

1. The present petition under Section 11(6) of the Arbitration and Conciliation Act, 1996 (hereafter *'A&C Act'*) has been filed seeking appointment of a Sole Arbitrator to adjudicate the disputes between the parties.

2. The brief facts of the present case are that the petitioner had invested ₹30,00,000/- in M/s Sturmfrei Refomo LLP, a sister concern of the respondent, under an Agreement dated 29.08.2024 for establishing a hostel in Goa. Upon cessation of the hostel's operations, the respondent allegedly failed to repay ₹29,70,000/- by 31.03.2026, as assured. It is stated that the petitioner had invoked negotiations on 02.04.2026, which failed on

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30.06.2026. Thereafter, the petitioner invoked arbitration *vide* email dated 30.06.2026. Eventually, both the parties agreed to the appointment of a Sole Arbitrator, by this Court.

3. The Arbitration clause, stipulated in the aforesaid Agreement reads as under:

> "..11. Dispute Resolution course
> a) In the event of any dispute arising under or in connection with this agreement, both parties agree to first attempt to resolve the matter amicably through negotiation. Should such negotiation fail to produce a resolution within 30 days either party may seek recourse through mediation, with both parties sharing the associated costs equally. If mediation proves unsuccessful, the dispute shall be subject to final and binding arbitration in accordance with the rule of law and the decision of the arbitrator(s) shall be enforceable in any court of competent jurisdiction..."

4. The learned counsel appearing for the respondent states that there is no objection if a Sole Arbitrator is appointed. The learned counsels appearing for the parties further agree that the arbitration be conducted under the aegis of the Delhi International Arbitration Centre (DIAC) and in accordance with its rules.

5. In view of the above, Mr. Tanuj Dewan, (Mobile No. +91-8447561411) is appointed as the Sole Arbitrator to adjudicate the disputes between the parties.

6. This is subject to the learned Arbitrator making the necessary disclosure as required under Section 12(1) of the A&C Act and not being ineligible under Section 12(5) of the A&C Act.

7. The arbitration shall be conducted under the aegis of DIAC and in accordance with its rules.

8. All rights and contentions of the parties in relation to the claims/counter-claims are kept open, to be decided by the learned Arbitrator

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on their merits, in accordance with law

9. Needless to say, nothing in this order shall be construed as an expression of opinion of this Court on the merits of the contentions of the parties.

10. The parties are at liberty to approach the Coordinator, DIAC for further proceedings.

11. The present petition stands disposed of in the above terms.

12. The order be uploaded on the website forthwith.

DR. SWARANA KANTA SHARMA, J

OCTOBER 28, 2026/zp
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