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

% ***Date of Decision: 12th October, 2026***

\# **CNR No. DLHC010491402026**

\+ ARB.P. 1830/2026 & I.A. 28258/2026

JAGJEET SINGH .....Petitioner

Through: Ms. Stuti Jain with Mr. Akshu Jain and Ms. Afreen Saba, Advocates.

versus

DELHI DEVELOPMENT AUTHORITY .....Respondent

Through: Mr. Sanjay Vashishtha, Standing Counsel for DDA.

CORAM:
HON'BLE MR. JUSTICE MANOJ JAIN

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

1. Petitioner seeks appointment of Arbitrator by moving an application under Section 11(6) of *Arbitration & Conciliation Act, 1996* (hereinafter referred to as '*the Act*')

2. It needs to be highlighted that on earlier occasion also, the petitioner had filed a similar kind of application which was registered as ARB.P. No.1557/2025.

3. When the abovesaid petition was taken up by this Court on 06.11.2015, learned counsel for respondent/DDA had appeared and with the consent of both the parties, the parties were directed to make efforts so that the disputes were resolved, amicably. The petition was also disposed of in aforesaid terms.

4. Learned counsel for the petitioner submits that after the abovesaid disposal of the petition, the petitioner made sincere efforts to find out amicable solution of the matter but matter could not be resolved. She submits that in view of the liberty granted to the petitioner, the present petition has, now, been filed.

5. According to learned counsel for the petitioner, the claim would be in

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the vicinity of approximately Rs.3 crores.

6. The "*Lease Agreement"* is dated 03.04.2023.

7. The abovesaid "*Lease Agreement"* contains arbitration clause i.e. *Clause No.25*.

8. Learned counsel for respondent/DDA appears on advance notice and, without prejudice to the rights and contentions, has no objection to the appointment of Arbitrator. He, however, submits that arbitration be conducted under the aegis of *Delhi International Arbitration Centre*, to which petitioner has no objection.

9. During course of the arguments, learned counsel for the parties also agreed they would have no objection if a Sole Arbitrator is appointed.

10. In view of the above and with the consent of the parties, the petition, along with the pending application, stands disposed of with the following directions:-

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

ii) Ms. Seema Maini, Former District and Sessions Judge [Mobile No. 9910384711] 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 terms of Section 12 of *the Act* prior to entering into the reference.

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v) All the rights and contentions of the parties are left open for adjudication by the learned Arbitrator.

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

(MANOJ JAIN)
JUDGE

OCTOBER 12, 2026
st/js

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