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IN THE HIGH COURT OF DELHI AT NEW DELHI

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ARB.P. 1646/2025

KAWAL SACHDEVA

.....Petitioner

Through: Mr. Ajay Sondhi, Mr. Harsh Singhal,
Mr. Amar Tripathi and Mr. Kunal Taneja,
Advocates.

versus

FOCUS TECHNOSYS PRIVATE LIMITED
AND ORS.

.....Respondents

Through: Ms. Kumud Lata Das, Mr. Harsh
Ajay Singh, Mr. Ashutosh Saini and Mr. Puneet,
Advocates for R2.

CORAM:

HON'BLE MR. JUSTICE VIKAS MAHAJAN

ORDER

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19.05.2026

1. The present petition has been filed by the petitioner under Section 11 (6) of the Arbitration and Conciliation Act, 1996 (hereinafter 'the Act') seeking appointment of Arbitrator to adjudicate the disputes between the parties under a Lease Deed dated 12.08.2015. The agreement provides for the resolution of disputes between the parties by way of arbitration. Clause 26 of the Lease Deed is an arbitration clause. The venue and seat of arbitration has been mentioned as Delhi.
2. The disputes having arisen between the parties, petitioner invoked the arbitration *vide* communication dated 22.07.2025, which was responded to by the respondent *vide* reply dated 20.08.2024. However, no consensus was arrived at on the name of the Arbitrator.



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 by this Court *vide* order dated 10.10.2025.
5. Ms. Kumud Lata Das has entered appearance on behalf of respondent no.2. Respondent no.3 has joined in person through VC. However, there is no appearance on behalf of respondent no.1. Ms.Das submits that respondent no.1 has become defunct and its name is struck off from the Register of companies.
6. Ms. Das submits that the parties would like to explore the possibility of settlement before mediation before the matter is referred to arbitration.
7. Mr. Ajay Sondhi, learned counsel appearing on behalf of the petitioner submits that he has no objection to such course being adopted provided the matter stands referred to arbitration in the event mediation fails. He submits that a retired Judge of the High Court may be appointed as an Arbitrator.
8. In view of the above, 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.
9. The parties are directed to appear before the Centre on 08.07.2026 at 03.00 P.M.
10. Since there is no dispute with regard to the arbitration clause in the lease deed, it is directed that 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.



11. 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 Agreements will stand referred to the Arbitrator under the aegis of Delhi International Arbitration Centre ('DIAC') if parties are unable to reach an amicable settlement within four weeks or till the further extended time as the parties may agree.
- (ii) Ms. Shalinder Kaur, Former Judge of this Court (Mob. 9910384702) is appointed as the Sole Arbitrator, to adjudicate the disputes between the parties. The fee of the learned Arbitrator shall be mutually decided by the learned Arbitrator and the parties.
- (iii) 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