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

+ **ARB.P. 1882/2025**

RANJEET SINGH

.....Petitioner

Through:

Mr. Utsav Jain, Adv.

Mob: 8527214201

Email: jainutsav21@gmail.com

versus

M/S BAJWA AUTOMOBILES

.....Respondent

Through:

Ms. Astha Gupta and Mr. Vishal Chhabra, Adv.

Mob: 8826074954

Email: astha1193@gmail.com

CORAM:

HON'BLE MS. JUSTICE MINI PUSHKARNA

ORDER

21.04.2026

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1. The present petition has been filed under Section 11(6) of the Arbitration and Conciliation Act, 1996 ("Arbitration Act"), seeking appointment of a Sole Arbitrator, for adjudication of disputes between the parties, arising out of the Lease Deed dated 02nd July, 2018 ("Lease Deed").
2. As per the facts on record, the parties executed the said Lease Deed, whereby, the *Ground Floor and Basement of the property bearing No. 463, Patparganj Industrial Area, New Delhi – 110092* was leased out to the respondent, for the purpose of operating a workshop/warehouse, for a period of five (5) years commencing from 01st August, 2018.
3. As per the case of the petitioner, disputes have arisen between the parties owing to the respondent's continued default in adhering to the agreed rental structure under the Lease Deed and the unilateral termination of the same, which was in complete violation of the contractual requirement of



prior notice under the Lease Deed. The respondent has thereafter also vacated the premises on 15th June, 2023, i.e., before the expiry of the agreed term under the Lease Deed.

4. The petitioner, being aggrieved by the non-payment of rent arrears and damages caused to the leased premises, instituted two commercial suits against the respondent herein, namely *CS(COMM) No. 573/2024* for recovery of Rs. 4,24,103/- (Rupees Four Lacs Twenty-Four Thousand One Hundred Three Only) towards damages, and *CS(COMM) No. 574/2024* for recovery of Rs. 39,48,504/- (Rupees Thirty-Nine Lacs Forty-Eight Thousand Five Hundred and Four Only) towards unpaid rent and allied dues.

5. In the said proceedings, the respondent herein filed an application under Section 8 of the Arbitration Act, seeking reference of the disputes to arbitration and *vide* order dated 02nd June, 2025, the District Judge, Commercial Court, Shahdara, referred the parties to arbitration.

6. Pursuant to the same, the petitioner invoked the arbitration clause of the Lease Deed *vide* Notice dated 18th August, 2025, issued under Section 21 of the Arbitration Act, which was duly served upon the respondent.

7. At this stage, the learned counsel for the petitioner draws the attention of this Court to the said arbitration clause in the Lease Deed, i.e., Clause 11(E), which reads as under:

“xxx xxx xxx

E. Any controversy or claim arising out of or relating to this LEASE DEED, or any breach or alleged breach thereof, shall be finally settled by arbitration in accordance with the provisions of the Arbitration and Conciliation Act, 1996. The LESSEE shall be entitled to appoint one arbitrator and LESSOR shall be entitled to appoint one arbitrator and that those two arbitrators shall nominate a third arbitrator. The arbitration proceedings shall be held in Chennai. The Courts in Delhi shall alone have jurisdiction with respect to all matters arising out of this LEASE DEED.

xxx xxx xxx”



8. Perusal of the aforesaid arbitration clause clearly shows that there is a valid Arbitration Agreement between the parties, whereby, the parties have agreed that the disputes between them shall be settled by way of arbitration, in accordance with the provisions of the Arbitration Act.

9. This Court further takes note that though the arbitration clause stipulates that Courts in Delhi shall alone have jurisdiction, the venue of the arbitration proceedings has been provided as Chennai. Furthermore, in terms of the arbitration clause, the arbitration has to be conducted by an Arbitral Tribunal, consisting of three Arbitrators.

10. However, learned counsels appearing for both the parties give consent that considering that the claim raised by the petitioner is approximately to the tune of Rs. 29,49,228/- (Rupees Twenty-Nine Lacs Forty-Nine Thousand Two Hundred and Twenty-Eight Only), instead of an Arbitral Tribunal comprising of three members, only one person may be appointed as a Sole Arbitrator.

11. Further, this Court notes the submission made by learned counsel appearing for the respondent that she has no objection if an Arbitrator is appointed for adjudication of disputes between the parties. However, she submits that the arbitration proceedings ought to be held in Chennai, in terms of the arbitration clause.

12. Once the arbitration clause stipulates that the Courts in Delhi shall alone have jurisdiction with respect to all the matters/disputes arising out of the Lease Deed, and admittedly, both the parties are also stationed in Delhi, it is evident that the seat of arbitration shall be at New Delhi.

13. As far as the venue of the arbitration is concerned, even though the arbitration clause provides for Chennai, before this Court, the parties have



jointly submitted that arbitration proceedings be conducted through the Delhi International Arbitration Centre (“DIAC”).

14. In view of the aforesaid submissions and discussion, this Court is satisfied that there are disputes between the parties and the arbitration clause is not disputed by either of the parties. The respondent has given its consent for appointment of an Arbitrator. Thus, there is no impediment in appointment of a Sole Arbitrator, in terms of Clause 11(E) of the Lease Deed between the parties.

15. Accordingly, considering the submissions made before this Court, the following directions are issued:

- i) Mr. Divya Prakash Pande, Advocate, (Mob: +91-9818077123) is appointed as the Sole Arbitrator to adjudicate the disputes between the parties.
- ii) The arbitration proceedings shall be held under the aegis and Rules of DIAC, Delhi High Court, Sher Shah Road, New Delhi.
- iii) The remuneration of the learned Arbitrator shall be in terms of DIAC (Administrative Cost and Arbitrators’ Fees) Rules, 2018.
- iv) The learned Arbitrator is requested to furnish a declaration in terms of Section 12 of the Arbitration Act prior to entering into the reference. In the event of any impediment to the Arbitrator’s appointment on that count, the parties are given liberty to file an appropriate application before this Court.
- v) It shall be open to the respondent to raise counter-claims, if any, in arbitration proceedings.
- vi) It is made clear that all the rights and contentions of the parties, including, as to the arbitrability of any of the claim, any other



preliminary objection, as well as claims/counter-claims and merits of the dispute of either of the parties, are left open for adjudication by the learned Arbitrator.

vii) The parties shall approach the learned Arbitrator within two (02) weeks from today.

16. It is made clear that this Court has not expressed any opinion on the merits of the case.

17. Accordingly, the present petition is disposed of in the aforesaid terms.

18. The Registry is directed to send a copy of this order to the learned Arbitrator, as well as, the Secretary, DIAC, for their information and compliance.

MINI PUSHKARNA, J

APRIL 21, 2026/SK