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

+ **ARB.P. 2077/2025**

M/S ARIHANT MICROSYSTEM PRIVATE LIMITED

.....Petitioner

Through: Mr. Kamal Kant Jha, Mr. Aishwarya
Deep Singh and Ms. Aakriti, Advs.

versus

M/S BHAVYA BROADCAST PRIVATE LIMITED.....Respondent

Through: Mr. Ruchir Ranjan Rai, Adv.

CORAM:

HON'BLE MR. JUSTICE VIKAS MAHAJAN

ORDER

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26.05.2026

1. The present petition has been filed under Section 11(6) of the Arbitration and Conciliation Act, 1996 [hereinafter, 'the Act'] seeking appointment of a Sole Arbitrator to adjudicate the disputes between the parties arising out of Lease Deed dated 08.11.2016. Clause 43 of the said agreement is the arbitration clause, whereas Clause 44 provides that the seat of such arbitration shall be New Delhi. Clauses 43 and 44 of the agreement reads thus:

“43. Any disputes, differences or disagreements arising out of, in connection with or in relation to this Deed, which cannot be amicably settled between the parties, shall be finally decided by arbitration to be held in accordance with the provisions of the Arbitration and Conciliation Act, 1996. Any arbitration as aforesaid shall be a domestic arbitration under the Applicable laws.

44. The venue of arbitration shall be New Delhi or any such other place as may be mutually agreed between the parties and the language of arbitration shall be English.”

2. The disputes having arisen between the parties, the petitioner invoked arbitration clause by giving notice dated 08.08.2021 in terms of Section 21 of the Act, which did not elicit any response.



3. In this backdrop, the petitioner had approached this Court under Section 11(6) of the Act by filing the present petition.
4. Notice in the petition was issued by this Court when the matter was first listed on 12.12.2025.
5. Today, Mr. Ruchir Ranjan Rai, learned counsel states that the existence of arbitration clause is not dispute, and the respondent has no objection in case sole arbitrator is appointed to adjudicate the disputes.
6. Since, the arbitration clause has not been disputed, therefore, the present petition is allowed, and the disputes between the parties are referred to arbitration of Ms. Saloni Mahajan, Advocate, [Mob. 9958407969], Email ID: salonimahajan6168@gmail.com.
7. The arbitration will be held under the aegis of Delhi International Arbitration Centre, Delhi High Court, Sher Shah Road, New Delhi – 110003 [“DIAC”] and shall be governed by the Rules of DIAC including as to the remuneration of the learned Arbitrator. The DIAC may register the case forthwith.
8. The learned Arbitrator is requested to furnish a declaration under Section 12 of the Act prior to entering upon the reference.
9. It is made clear that all rights and contentions of the parties are left open for adjudication by the learned Arbitrator.
10. The petition stands disposed of.

VIKAS MAHAJAN, J

MAY 26, 2026/dss