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

+ **ARB.P. 23/2026**

M/S INDIAN ROCKWOOL COMPANY PVT LTD.....Petitioner

Through: **Mr. Zeeshan Ahmad and Mr. Mohd.
Noumaan, Advs.**

versus

M/S HIBRISE TECHNOLOGIES

PRIVATE LTD. & ORS.

.....Respondents

Through: **Mr. Siddhartha Iyer, Ms. Srishti
Ghoshal and Mr. Aman Gupta, Advs.**

CORAM:

HON'BLE MR. JUSTICE VIKAS MAHAJAN

ORDER

% **14.05.2026**

1. The present petition has been filed under Section 11(6) of the Arbitration and Conciliation Act, 1996 [in short, 'Act'] seeking appointment of a Sole Arbitrator to adjudicate the disputes between the parties under the rent agreement/lease deed dated 02.07.2024. Clauses 12 & 14 of the said rent agreement/lease deed provide for resolution of disputes by arbitration. The said clauses are reproduced as under:

“12. That in case any dispute arises between the lessor and lessee (s) then the said dispute will be referred to sole arbitrator whose decision will be final and binding on both the parties.

xxx

xxx

xxx

14. That if the lessee/ tenant infringe the terms and conditions of this rent agreement, then the lessors / owners will be authorized to eject the said tenant from the said premises, through the court of law at cost of the lessee/ tenant. The courts of Delhi/New Delhi shall have Jurisdiction to Lease deed / Rent Agreement to settle & decide such dispute if any.”

2. A perusal of the arbitration clause shows that venue of the arbitration has been mentioned as New Delhi.



3. The dispute having arisen between the parties, the petitioner invoked arbitration by giving a notice dated 06.10.2025, which did not elicit any response.
4. Notice in the petition was issued *vide* order dated 06.01.2026.
5. Mr. Siddhartha Iyer, learned counsel appearing on behalf of the respondents, on being queried by the Court, fairly concedes that there is no dispute as regards the existence of arbitration clause. However, he contends that the dispute is with regard to the arbitrability of the dispute itself.
6. At the stage of proceedings under Section 11(6) of the Act, the Court is only required to satisfy itself, *prima facie*, as to the existence of the arbitration agreement. All other questions are to be left to the determination of the learned Arbitrator.
7. Since there is no dispute as to the existence of arbitration clause in the rent agreement/lease deed dated 02.07.2024, the present petition is allowed.
8. Accordingly, the dispute between the parties is referred to arbitration of Mr. Ujjwal Tyagi, Advocate [Mob. 9354181841] [email: advujjwaltyagi18@gmail.com].
9. 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. The DIAC may register the case forthwith.
10. The learned Arbitrator is requested to furnish a declaration under Section 12 of the Act prior to entering upon the reference.
11. It is made clear that all rights and contentions of the parties are left open for adjudication by the learned Arbitrator.
12. Learned sole arbitrator shall be entitled to a fee in accordance with the



Fourth Schedule of the Act; or as may otherwise be agreed to between the parties and the learned Sole Arbitrator.

1. The petition stands disposed of.

MAY 14, 2026/aj

VIKAS MAHAJAN, J