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

+ **ARB.P. 376/2026**

SHAMBHU SHARMA

.....Petitioner

Through: Mr. Bharat Bagga and Ms. Mansi
Asija, Advs.

versus

**MAHANAGAR TELEPHONE NIGAM
LIMITED**

.....Respondent

Through: Mr. Prashant Sharma, Adv.

CORAM:

HON'BLE MR. JUSTICE VIKAS MAHAJAN

ORDER

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20.05.2026

I.A. 5512/2026 (under Section 151 CPC for delay in refiling)

1. The present application has been seeking condonation of delay of 45 days in refiling the petition.
2. For the reasons mentioned in the application, the same is allowed.
3. The application is disposed of.

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4. By way of this petition under Section 11(6) of the Arbitration and Conciliation Act, 1996 (hereinafter 'the Act'), the petitioner seeks appointment of an arbitration to adjudicate the disputes between the parties under the lease deed dated 24.06.2004.
5. Clause 11.0 provides for adjudication of disputes through arbitration.
6. Disputes having arisen between the parties, the petitioner invoked arbitration by issuing a notice under Section 21 of the Act dated 08.09.2025,



which did not elicit any response.

7. In this backdrop, the present petition has been filed by the petitioner under Section 11(6) of the Act.

8. Notice in the present petition was issued by this Court *vide* order dated 27.02.2026.

9. Mr. Prashant Sharma, learned counsel appearing on behalf of respondent submits that the notice does not, in clear terms invoke the arbitration clause. To buttress his contention he has invited attention of the Court to the phrase in the said notice wherein it has been mentioned “*failing which our client **would** invoke the arbitration clause as per clause 11.0 of the lease deed dated 24.06.2024*”.

10. Having perused the said notice, this Court is of the view that on meaningful and holistic reading of notice, it is clear that the petitioner has invoked the arbitration inasmuch as the subject of the notice clearly spells out that it is a notice for appointment of arbitrator and the settlement of claim according to the Arbitration and Conciliation Act, 1996. Hence, there is no substance in the submission of the learned counsel for the respondent.

11. On being queried as to whether the respondent is disputing the existence of arbitration clause, Mr. Sharma fairly state that existence of arbitration clause is not in dispute.

12. In view of the above, the present petition is allowed and the parties are referred to arbitration of Mr. Anukirat Singh Baweja, Advocate; Enrl. No. D/3549/2022 [Mob. 7018049239].

13. 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.

14. The learned Arbitrator is requested to furnish a declaration under Section 12 of the Act prior to entering upon the reference.

15. It is made clear that all rights and contentions of the parties are left open for adjudication by the learned Arbitrator.

16. Petition stands disposed of.

MAY 20, 2026
N.S. ASWAL

VIKAS MAHAJAN, J