



2025:DHC:10717



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\* **IN THE HIGH COURT OF DELHI AT NEW DELHI**+ **ARB.P. 1739/2025**Date of Decision: **07.11.2025****IN THE MATTER OF:**

M/S PASSERINE WEALTH SOLUTION PRIVATE LIMITED

.....Petitioner

Through: Ms. Pankhi Harmilapi, Adv.

versus

M/S R3PM HOSPITALITY LLP AND ANR

.....Respondents

Through: Mr. Rupendra Pratap Singh and Mr.  
Shubhankar Choudhary, Advs.**CORAM:****HON'BLE MR. JUSTICE PURUSHAINDRA KUMAR KAURAV****JUDGEMENT****PURUSHAINDRA KUMAR KAURAV, J. (ORAL)**

The present petition has been filed under Section 11 of the Arbitration and Conciliation Act, 1996 (hereinafter "**the Act**"), seeking appointment of an Arbitrator, to adjudicate upon the disputes that have arisen between the parties.

2. The parties have admitted that an arbitration clause exists in the agreement between the parties and have also mutually consented to the appointment of an arbitrator. Clause 24 of the Lease Agreement dated 02.06.2023 is extracted under:-

*"24. In the event of any dispute or difference arising between the Lessor and the lessor hereto concerning or relating to the interpretation of this .presence or the misinterpretation or effect of any provisions thereof or*



*relating to liability or obligation on the part of the any of the parties hereto, the same shall be referred to arbitration of three arbitrators one to be appointed by each of the parties and the Two appointed arbitrators shall appoint the Third arbitrator who shall act as the presiding arbitrator. In case both Arbitrators fail to appoint a third arbitrator the Hon 'ble court will decide the same. The award passed by them is binding on both the parties. The arbitration shall be in New Delhi and in accordance with and subject to the provisions of the Arbitration' and Conciliation Act, 1996 or any statutory modification or re-enactments thereof further time being in force. The Agreement shall be subject to the jurisdiction of New Delhi. "*

3. Although the arbitration clause provides for the constitution of an arbitral tribunal, the parties have, by mutual agreement, consented to the appointment of a Sole Arbitrator.
4. In view of the fact that disputes have arisen between the parties and there is an arbitration clause in the contract, Ms. Chitransha Singh Sikarwar, Advocate (Mobile No. + 91 7415121229, e-mail id: chitransha.sikarwar@gmail.com) is appointed as the Sole Arbitrator.
5. The arbitration would take place under the aegis of the Delhi International Arbitration Centre (DIAC) and in terms of its rules and regulations. The Sole Arbitrator shall be entitled to fees as per the Schedule of Fees maintained by the DIAC.
6. The Sole Arbitrator is also requested to file the requisite disclosure under Section 12 (2) of the Act within a week of entering on reference.
7. All rights and contentions of the parties in relation to the claims/counter-claims are kept open, to be decided by the Sole Arbitrator on their merits, in accordance with law.
8. Needless to say, nothing in this order shall be construed as an expression of opinion of this Court on the merits of the controversy between the parties. Let a copy of the instant order be sent to the Sole Arbitrator



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through electronic mode as well.

9. Accordingly, the instant petition stands disposed of.

**PURUSHAINdra KUMAR KAURAV, J**

**NOVEMBER 14, 2025/p/mj**