



\$-42

* **IN THE HIGH COURT OF DELHI AT NEW DELHI**
+ **ARB.P. 1521/2025**

Date of Decision: **17.10.2025**

IN THE MATTER OF:

M/S GN BUILDERS PVT LTD

.....Petitioner

Through: Ms. Garima Anand, Advocate.

versus

M/S BALANCE FITNESS LOUNGE

.....Respondent

Through: Ms. Megha Mukherjee with Mr. Ravi
Sharma, Advocates.

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 (the Act), seeking appointment of an Arbitrator, to adjudicate upon the disputes that have arisen between the parties.

2. Admittedly, a dispute has arisen pursuant to lease deed dated 25.11.2022. It is stated that the respondent has committed breaches of the lease terms by failing to pay rent, hand over possession within the stipulated period, and clear penalties and electricity charges, resulting in an alleged liability of Rs. 1,47,31,943/- with 12% interest and applicable GST. Despite issuance of a notice dated 12.03.2025 demanding payment and treating it as



a conciliation notice, and a subsequent notice dated 08.04.2025 invoking the arbitration Clause 10.1 of the lease deed, the respondent failed to abide by the terms of the lease deed, as per the petitioner.

3. Clause 10.1 of the said lease deed is reproduced as under:-

“DISPUTE RESOLUTION:

10.1 In the event of any dispute difference or question arising out of this agreement or the commission of any breach of the terms thereof or in any manner whatsoever in connection with it, the aggrieved party shall send a 10 days notice to the other party for resolution of the disputes by conciliation of the same. If no conciliation takes place within period of 10 days the aggrieved party shall invoke arbitration by appointing its arbitrator and requesting the other party to appoint its arbitrator within 10 days of the receipt of the notice. The two arbitrator will appoint third arbitrator on the first date of entering into reference if the other party fails to appoint arbitrator within 10 days of the receipt of notice the arbitrator appointed by the aggrieved party shall enter into reference and proceed with the arbitration proceedings according to the Arbitration & conciliation Act 1996 as amended from time to time the arbitration proceedings shall be subject to the jurisdiction of courts at Delhi.”

4. With the consent of the parties and in view of the fact that disputes have arisen between the parties, this Court appoints Ms. Radhika Bishwajit Dubey, Advocate (Mobile No. +91 9810982927, e-mail id: radhika.arora21@gmail.com) as the sole Arbitrator.

5. The arbitration would take place under the aegis of the Delhi International Arbitration Centre (DIAC) and would abide by its rules and regulations. The learned Arbitrator shall be entitled to fees as per the



Schedule of Fees maintained by the DIAC.

6. The learned 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 said order be sent to the Sole Arbitrator through electronic mode as well.
9. Accordingly, the instant petition stands disposed of.

PURUSHAINDRA KUMAR KAURAV, J

OCTOBER 17, 2025

tr/mj