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* IN THE HIGH COURT OF DELHI AT NEW DELHI
% Date of Decision: 30th September, 2026

CNR No. DLHC010270472026

+ ARB.P. 1026/2026

AIS CONSUMER GLASS SOLUTIONS LIMITEDPetitioner

Through: Mr. Vivek Seth, Advocate.

versus

A PLUS LOGISTICS & ORS.Respondents

Through: Mr. Naveen Chawla, Advocate.

CORAM:**HON'BLE MR. JUSTICE MANOJ JAIN****J U D G M E N T (oral)**

1. Present petition has been filed under Section 11(6) of *Arbitration & Conciliation Act, 1996* (hereinafter referred to as '*the Act*') and seeks appointment of Arbitrator to adjudicate the disputes between the parties.
2. Respondents herein had leased out a property situated at Bangalore to the petitioner herein.
3. The "*Lease Agreement*" is dated 10.10.2024.
4. The abovesaid "*Lease Agreement*" contains arbitration clause which reads as under:-

"15. Arbitration

- i. In the event of any disputes or differences arising at any time hereafter between the parties hereto and/or their associates/nominees, in respect of any matter concerning this Agreement, and/or any document/writing entered into between them in pursuance hereof, the same shall be referred to a Sole Arbitrator for arbitration which has been mutually appointed as per the provisions of provisions of Arbitration & Conciliation Act, 1996 and shall be governed by the provisions of Arbitration & Conciliation Act, 1996 and the amendments thereof.
- ii. The venue of such arbitration shall be at New Delhi and the language to be used in the arbitral proceedings shall be English.
- iii. The arbitrator's fees and all other costs and expenses of the arbitration shall be borne equally by the Parties.



iv. The existence of any dispute or difference or the initiation or continuance of the arbitration proceedings shall not postpone or delay the performance by the Parties of their respective obligations under this Agreement.

Subject to the Arbitration Clause, the Courts in New Delhi shall have exclusive jurisdiction arising out of this Agreement between the Parties to the present Agreement, and no other Courts shall have jurisdiction”

5. According to petitioner, despite repeated reminders and communication, the lessor (respondents herein) failed to adhere to the agreed timeline and did not provide dry access or possession of the premises in question.

6. Petitioner issued a notice dated 20.02.2026 seeking appointment of Arbitrator and has sought refund of interest-free refundable security deposit amount of Rs. 92,90,050/-.

7. Learned counsel for all the respondents put in appearance and submits that “*Lease Agreement*” is neither stamped not registered and, therefore, cannot be looked into. He, however, while reserving all his legal rights and contentions, has no objection if the petition is allowed and a Sole Arbitrator is appointed by this Court.

8. In view of the above and with the consent of the parties, the petition stands disposed of with the following directions:-

- i) The disputes between parties concerning said agreement are referred to arbitration.
- ii) Mr. Pawan Kumar Jain, former District and Sessions Judge [Mobile No. 9910384744] is appointed as Sole Arbitrator to adjudicate the same.
- iii) The arbitration will be held under the *aegis* of *Delhi International Arbitration Centre*, New Delhi (DIAC) and would be



governed by the Rules of DIAC. The fee of the Arbitrator shall be fixed as per fee schedule under DIAC (Administrative Cost and Arbitrator's fees) Rules 2018.

iv) The learned Arbitrator is requested to furnish a declaration in terms of Section 12 of *the Act* prior to entering into the reference.

v) All the rights and contentions of the parties are left open for adjudication by the learned Arbitrator.

vi) The parties shall approach DIAC within two weeks from today.

(MANOJ JAIN)
JUDGE

SEPTEMBER 30, 2026/sw/sa