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

**Date of Decision: 10.03.2026**

+ O.M.P.(I) (COMM.) 87/2026

DEVYANI INTERNATIONAL LIMITED .....Petitioner

Through: Mr. Ashish Mohan, Senior  
Advocate with Mr. Satish Rai,  
Mr. Aditya Ganju, Mr. Lakshay  
Agarwal and Mr. Gulshan  
Kumar Maurya, Advocates

versus

PAICHMUTHU PANDARA THEVAR PROPRIETOR OF MS  
BALAJI CATERERS & ANR. ....Respondents

Through: Mr. Shantanu Phanse and Mr.  
Rishabh Mishra, Advocates for  
R-1

**CORAM:**  
**HON'BLE MR. JUSTICE HARISH VAIDYANATHAN  
SHANKAR**

% **JUDGEMENT (ORAL)**

**HARISH VAIDYANATHAN SHANKAR, J.**

1. The present Petition has been filed under Section 9 of the **Arbitration and Conciliation Act, 1996<sup>1</sup>**, seeking the following reliefs:

“a. Restrain the Respondent No.1, directly or through persons/ individuals claiming under/ through them from interfering with the day-to-day affairs of the business of the Petitioner being run at the Unit Nos. F7 admeasuring 15 sq. mts.; F7 admeasuring 25 sq. mts. And F8 admeasuring 75 sq. mts., collectively about 115 sq. mts. At Domestic Departures SHA Terminal, Pune, in any manner whatsoever, till initiation of the arbitral proceedings, its pendency and till the outcome of the arbitral proceedings under Sub-License Agreement dated 20.02.2024; and

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<sup>1</sup> The Act



- b. Restrain the Respondent No.1, directly or through persons/ individuals claiming under/ through them from unlawfully dispossessing or causing to unlawfully dispossess or evict the Petitioner from the Licensed Premises without following the due process of law, in any manner whatsoever, till initiation of the arbitral proceedings, its pendency and till the outcome of the arbitral proceedings under Sub-License Agreement dated 20.02.2024; and
- c. Restrain the Respondent No.1, directly or through persons/ individuals claiming under/ through them from disrupting the electricity supply and other utilities of the Petitioner being run at the Unit Nos. F7 admeasuring 15 sq. mts.; F7 admeasuring 25 sq. mts. And F8 admeasuring 75 sq. mts., collectively about 115 sq. mts. At Domestic Departures SHA Terminal, Pune, in any manner whatsoever, till initiation of the arbitral proceedings, its pendency and till the outcome of the arbitral proceedings under Sub-License Agreement dated 20.02.2024; and
- d. Restrain the Respondent No.1, directly or through persons/ individuals claiming under/ through them including the Respondent No. 1 or any of its agencies from obstructing the ingress and egress in relation to the Unit Nos. F7 admeasuring 15 sq. mts.; F7 admeasuring 25 sq. mts. And F8 admeasuring 75 sq. mts., collectively about 115 sq. mts. At Domestic Departures SHATerminal, Pune, in any manner whatsoever, including but not limited to withholding of necessary permissions and passes for the same, till initiation of the arbitral proceedings, its pendency and till the outcome of the arbitral proceedings under Sub-License Agreement dated 20.02.2024; and;
- e. Direct the Respondents to extend all necessary cooperation and assistance to the Petitioner to enable continuation of business operations at the Sub-Licensed. Premises, including ensuring unhindered access and availability of agreed facilities in terms of the Agreement and the Addendum dated 20.02.2024 and 07.04.2025, respectively;
- f. Pass ex-parte ad-interim, and interim, relief in terms of Prayer 'a', 'b', 'c', 'd' and 'e' above; and
- g. Any other order/direction as the Hon'ble Court may deem fit and proper in the present case."

2. Learned counsel for the Petitioner and Respondent No. 1, on instructions, submit that they are *ad idem* that the matter may be referred to arbitration, instead of adjudicating the present Petition on merits.

3. Learned counsel for the parties are also *ad idem* that the



arbitration clause is at Clause 10.12 in the Sub-Licence Agreement 20.02.2024, which reads as under:

“10.12 **Dispute Resolution & Court Jurisdiction:** Parties shall ensure to resolve all their disputes in relation to this Agreement amicably through a sole arbitrator, to be appointed mutually, pursuant to the provisions of ‘The Arbitration & Conciliation Act, 1996’ (as amended upto date). The Seat of arbitration shall be New Delhi and Language shall be English. Further, the Parties & this Agreement shall be subject to the jurisdiction of Courts at Indore, Madhya Pradesh.”

4. In view of the consensus regarding the appointment of an Arbitrator, the parties expressly waive the requirement of issuance of a formal notice under Section 21 of the Act, as well as the necessity of filing a Petition under Section 11 of the Act.

5. Since the parties have mutually consented to the appointment of an Arbitrator, and this Court is of the view that the commencement of arbitral proceedings should not be unduly delayed, it would be in the interest of justice that an Arbitrator be appointed.

6. The material on record reflects that the valuation of the present dispute is approximately Rs. 4 Crores.

7. In view thereof, this Court is of the view that the matter may be referred to arbitration for the purpose of the resolution of disputes between the parties. The parties are also *ad idem* that the arbitration be conducted under the *aegis* of the **Delhi International Arbitration Centre<sup>2</sup>**.

8. Accordingly, this Court hereby requests **Mr. Sudhanshu Batra, Senior Advocate (Email id: [batra.sudhanshu@gmail.com](mailto:batra.sudhanshu@gmail.com) & Mobile No. 9811035392)**, to enter upon the reference and adjudicate the disputes *inter se* the parties.

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<sup>2</sup> DIAC



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9. It is stated that Respondent No. 2 is a pro forma party to the present petition. However, it is made clear that the Petitioner shall take all necessary steps whereby the Respondent No. 2 is represented before the learned Arbitrator.

10. The arbitration would take place under the *aegis* of the 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.

11. The learned Sole Arbitrator may proceed with the arbitration proceedings, subject to furnishing to the parties the requisite disclosures as required under Section 12(2) of the Act within a week of entering the reference.

12. The parties shall share the learned Sole Arbitrator's fee and arbitral costs equally.

13. All rights and contentions of the parties are kept open, to be decided by the learned Sole Arbitrator on their merits, in accordance with law.

14. Needless to state, nothing in this order shall be construed as an expression of opinion of this Court on the merits of the controversy.

15. The present Petition under Section 9 of the Act shall be treated as an Application under Section 17 of the Act, and appropriate directions may be passed by the learned Arbitrator after entering upon the reference.

16. The parties are at liberty to raise all objections, including with respect to the jurisdiction of the learned Arbitrator, before the learned Arbitral Tribunal.

17. Since the disputes that have arisen as between the parties have been referred to the Arbitration, this Court deems it appropriate that



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the Termination Notice dated 06.03.2026 is interdicted till such time the application under Section 17 of the Act, is taken up for adjudication by the learned Arbitrator.

18. The Registry is directed to send a receipt of this order to the learned Arbitrator through all permissible modes, including through e-mail.

19. The present Petition along with pending Application(s), if any, stands disposed of in the aforesaid terms.

**HARISH VAIDYANATHAN SHANKAR, J.**  
**MARCH 10, 2026/rk/va**