



2026:DHC:680



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

Judgment reserved on: 16.01.2026

Judgment pronounced on: 29.01.2026

+ **O.M.P.(I) (COMM.) 251/2025**

KUBER MART GLOBAL HUB PRIVATE LIMITED

.....Petitioner

Through: Mr. Samudra Sarangi, Ms. Shruti Raina, Ms. Riya Kalra, Mr. Paritosh Tengshe, Ms. Yoshita Sood & Mr. Abhishek Purohit, Advs.

versus

KUBER MART INDUSTRIES PRIVATE LIMITED

.....Respondent

Through: Mr. Jayant Mehta, Senior Advocate with Mr. Mayank Mishra, Mr. Kunwar Surya Pratap and Ms. Mansvini Jain, Advocates.

CORAM:

HON'BLE MR. JUSTICE HARISH VAIDYANATHAN SHANKAR

JUDGMENT

HARISH VAIDYANATHAN SHANKAR, J.

1. The present petition, under Section 9 of the **Arbitration and Conciliation Act, 1996**¹, has been filed on behalf of **Kuber Mart Global Hub Private Limited**², seeking interim measures, pending Arbitration. The prayer clause to the petition reads as follows:

“In view of the above facts and circumstances of the case, it is most humbly prayed that this Hon’ble Court, may be pleased to:

a. Pass an order directing the Respondent to deposit an amount of INR 40 Crores (Indian Rupees Forty Crores

¹ A&C Act

² The Petitioner



2026:DHC:680



Only), being the approximate value of the Leased Premises as of date;
b. Or in the alternative to prayer (a), pass an order directing the Respondent to forthwith handover the vacant and peaceful possession of the Leased Premises situated at Plot No. A-183, Prahaladpura Industrial Area, Jaipur, Rajasthan, to the Petitioner;
c. Pass an order restraining the Respondent, its employees, servants, or agents from entering, occupying, or interfering with the Petitioner's possession or use of the Leased Premises;
d. Pass ex-parte ad interim reliefs in terms of prayers (a) to (c) above;
e. Pass such other and further orders as may be deemed just, fit and proper in the facts and circumstances of the case."

BRIEF FACTS:

2. The Petitioner is the owner of an industrial property measuring approximately 10,000 square metres, situated at **Plot No. A-183, Prahaladpura Industrial Area, Jaipur, Rajasthan³**.
3. **Kuber Mart Industries Private Limited⁴** came into occupation of the Leased Premises pursuant to an **unregistered Lease Deed dated 10.11.2023⁵**, executed between the Petitioner as Lessor and the Respondent as Lessee, for a stipulated term of three years commencing from 10.11.2023.
4. Under the Agreement, the Respondent was permitted to use the Leased Premises for lawful commercial and industrial purposes, at a monthly lease rent of ₹16,00,000/-, along with the obligation to bear statutory charges, utility bills, maintenance costs, and to undertake registration of the Lease Deed.
5. Clause 14 of the Agreement conferred upon the Petitioner the right to terminate the lease, and in view of pressing financial

³ Leased Premises

⁴ The Respondent

⁵ Agreement



2026:DHC:680



requirements and having identified a potential buyer for the property, the Petitioner issued a Termination Notice dated 17.06.2025, calling upon the Respondent to vacate and hand over peaceful possession of the Leased Premises by 02.07.2025.

6. The Respondent, by its reply dated 20.06.2025, disputed the validity of the termination, asserting that the Agreement was irrevocable till 09.11.2026 and alleging that termination could be effected only upon breach and after issuance of a longer notice period of 30 days. The Respondent, however, continued in occupation of the Leased Premises beyond the expiry of the statutory notice period.

7. Before the expiry of the notice period and despite the existence of a jurisdiction clause conferring exclusive jurisdiction upon the courts at Delhi, the Respondent instituted a petition under Section 9 of the A&C Act before the Commercial Court at Jaipur. According to the Petitioner, the said action was in derogation of the agreed jurisdiction and amounted to forum shopping.

8. Upon the expiry of the fifteen-day notice period on 02.07.2025, according to the Petitioner, the occupation of the Leased Premises by the Respondent became unauthorised.

9. Alleging continued unlawful possession and imminent irreparable commercial prejudice, the Petitioner has approached this Court by filing the present Petition under Section 9 of the A&C Act seeking urgent interim measures, including deposit of the value of the property or, in the alternative, eviction and recovery of vacant possession.

CONTENTIONS ON BEHALF OF THE PARTIES:

10. Learned counsel appearing on behalf of the Respondent, at the



2026:DHC:680



outset, would raise two preliminary objections touching upon the maintainability of the present petition and the reliefs sought therein. *First*, that the disputes sought to be raised are non-arbitrable, as they emanate from the landlord-tenant relationship and are, therefore, governed exclusively by the **Rajasthan Rent Control Act, 2001**⁶. *Second*, this Court lacks territorial jurisdiction to entertain the present petition inasmuch as Jaipur is the juridical seat of Arbitration.

11. Elaborating on the first objection relating to non-arbitrability, learned counsel for the Respondent would draw the attention of this Court to Section 18 of the RRC Act, which confers exclusive jurisdiction upon the Rent Tribunal constituted thereunder to adjudicate disputes between landlords and tenants. The same is reproduced herein under for ready reference:

“18. Jurisdiction of Rent Tribunal. - (1) Notwithstanding anything contained in any other law for the time being in force, in the areas to which this Act extends, only the Rent Tribunal and no civil court shall have jurisdiction to hear and decide the petitions relating to disputes between landlord and tenant and matters connected therewith and ancillary thereto, filed under the provisions of this Act.”

12. Learned counsel, relying on the aforesaid provision, would contend that the jurisdiction of all other Courts and *fora*, including arbitral tribunals, stands expressly ousted in respect of disputes between landlords and tenants of premises governed by the RRC Act, as well as matters incidental and ancillary thereto.

13. Learned counsel would further contend that the subject matter of the present dispute pertains to a landlord-tenant relationship concerning property situated in Jaipur, Rajasthan, therefore squarely falling within the territorial and statutory ambit of the RRC Act.

⁶ RRC Act



2026:DHC:680



Consequently, in view of Section 18 of the RRC Act, no forum other than the Rent Tribunal can assume jurisdiction to adjudicate the disputes raised by the Petitioner.

14. In support of the aforesaid submission, learned counsel would place reliance on the three-Judge Bench decision of the Hon'ble Supreme Court in *Vidya Drolia & Ors. v. Durga Trading Corporation*⁷, particularly paragraph no. 80 thereof, to submit that disputes concerning the determination of rights and obligations between landlords and tenants, where such disputes are governed by special rent control legislation, are expressly held to be non-arbitrable in law and, consequently, cannot be referred to arbitration.

15. Learned Counsel would further contend, by way of demurrer, that even assuming the disputes in question to be arbitrable, the present petition, in any event, is not maintainable before this Court, having regard to express stipulations contained in the Arbitration Clause of the Agreement, which expressly provides as follows:

“16. JURISDICTION AND DISPUTE RESOLUTION

The Courts of New Delhi shall have jurisdiction for the matter relating to this Deed.

If any dispute arise between the parties under this deed the same shall be referred to the sole arbitrator appointed by the parties mutually in accordance with the provisions of the Arbitration and Conciliation Act, 1996. The venue of the arbitration shall be Jaipur and the proceeding shall be in English.”

16. Learned counsel, placing reliance on the aforestated Arbitration clause, would contend that the Arbitration Clause is bifurcated into two distinct parts, each serving a different purpose. The first part relates to matters “*relating to this Deed*”, in respect of which jurisdiction has been conferred upon the Courts at New Delhi, whereas

⁷ (2021) 2 SCC 1



2026:DHC:680



the second part governs “*any disputes arise between the parties under this deed*”, which are expressly referred to arbitration, with Jaipur designated as the venue.

17. Learned counsel would therefore contend that the present petition under section 9 of the A&C Act, being in aid of arbitration contemplated under the second part of Clause 16 of the Agreement, cannot be maintained before this Court. Accordingly, only the courts exercising jurisdiction over the juridical seat of arbitration, namely Jaipur, would be competent to entertain such an application.

18. Learned counsel would, in support of his contention, place reliance upon the judgments of the Hon’ble Supreme Court in *Arif Azim Co. Ltd. vs. Micromax Informatics FZE*⁸, specifically paragraph no. 64 thereof and *Mankatsu Impex vs. Airvisual Limited*⁹, specifically paragraph nos. 21 and 22 thereof, wherein arbitration clauses of a similar nature came up for consideration. In those cases, the arbitration clauses did not expressly designate the seat of arbitration but merely specified the venue. The Hon’ble Supreme Court, upon a careful construction of the language employed in the arbitration clauses, proceeded to ascertain the juridical seat of arbitration. It was observed that such clauses cannot be construed to suggest the absence of a ‘seat’ or ‘*situs*’ of arbitration and that the determination of the seat must necessarily follow from the overall tenor and intent of the clause.

19. Further, learned counsel for the respondent would place reliance on the decision of the Coordinate Bench of this Court in *My Preferred*

⁸ 2024 SCC OnLine SC 3212

⁹ (2020) 5 SCC 399



2026:DHC:680



Transformation and Hospitality Pvt. Ltd. vs. Sumithra Inn¹⁰, where a similarly worded arbitration clause fell for consideration. In the said case, while the agreement conferred exclusive jurisdiction upon the courts at Bengaluru in respect of matters arising therefrom, it also stipulated that disputes between the parties were to be referred to arbitration, with New Delhi designated as the place of arbitration. This Court, construing the arbitration clause holistically, held that the courts exercising jurisdiction over the seat of arbitration would alone have exclusive competence to entertain petitions under the A&C Act.

20. ***Per contra***, learned counsel for the Petitioner would contend that the judgment of the Hon'ble Supreme Court in ***Vidya Drolia*** (*supra*) has specifically clarified that the scope of Section 11 is extremely narrow and is only confined to an examination of whether *prima facie* an Arbitration Agreement exists and any questions in relation to the same are to be referred to the Arbitrator themselves, and therefore, deciding upon the maintainability of this Petition by this Court would not be in consonance with the said proposition.

21. Further, learned counsel for the Petitioner would also rely upon the judgment of ***Disortho S.A.S. Vs. Meril Life Sciences Private Limited***¹¹ to contend that the manner in which the Respondent is seeking to interpret and construe the clause, being the Arbitration Clause, is clearly incorrect. He would submit that since the first part clearly confers jurisdiction upon the Courts in Delhi, the seat of arbitration would be Delhi and not Jaipur.

ANALYSIS:

22. This Court has heard the learned counsel for the parties, at

¹⁰ (2021) SCC OnLine Del 1536

¹¹ 2025 SCC OnLine SC 570



2026:DHC:680



length and with their able assistance, and has also carefully perused the pleadings, documents, and material placed on record. The submissions advanced on behalf of the parties have been considered in their entirety, along with the statutory framework governing the present dispute and the binding precedents cited at the Bar.

23. At the outset, this Court considers it appropriate to address the preliminary objection raised on behalf of the Petitioner. The said objection is founded upon the decision of the Hon'ble Supreme Court in ***Vidya Drolia*** (*supra*), wherein it has been contended that the scope of judicial intervention at the present stage is narrowly circumscribed and confined to a *prima facie* examination of the existence of an arbitration agreement. According to the Petitioner, once such *prima facie* existence is established, all disputes arising out of or in relation to the agreement, including issues touching upon arbitrability, are required to be left to the exclusive domain of the arbitral tribunal. In support of this submission, strong reliance has been placed on paragraph no. 153 of the judgment in ***Vidya Drolia*** (*supra*), which reads as under:

“153. Accordingly, we hold that the expression “existence of an arbitration agreement” in Section 11 of the Arbitration Act, would include aspect of validity of an arbitration agreement, albeit the court at the referral stage would apply the *prima facie* test on the basis of principles set out in this judgement. In cases of debatable and disputable facts, and good reasonable arguable case, etc., the court would force the parties to abide by the arbitration agreement as the Arbitral Tribunal has primary jurisdiction and authority to decide the dispute including the question of jurisdiction and non-arbitrability.”

24. This contention, though articulated with emphasis, does not commend itself to this Court. The reliance placed on ***Vidya Drolia*** (*supra*) is clearly misplaced when examined in the factual and legal



2026:DHC:680



context of the present proceedings. It is important to note that the observations relied upon by the Petitioner were rendered in the context of proceedings under Section 11 of the A&C Act, where the jurisdiction of the Court is intentionally limited by legislative design. Under Section 11, the Court is required to undertake only a *prima facie* examination of the existence and validity of an arbitration agreement, leaving all other contentious issues to be adjudicated by the arbitral tribunal under the doctrine of *kompetenz-kompetenz*.

25. It is necessary to emphasize that the present petition does not arise under Section 11 of the A&C Act, which is confined to the limited question of the appointment of an arbitrator. The present proceedings have been instituted under Section 9 of the A&C Act, wherein this Court is called upon to exercise its jurisdiction to grant interim measures of protection. The scope and nature of judicial scrutiny under Section 9 are materially distinct and considerably broader than that contemplated under Section 11. While exercising jurisdiction under Section 9, the Court is required to apply the well-settled triple test governing the grant of interim relief, *namely*: (i) the existence of a *prima facie* case, (ii) balance of convenience, and (iii) likelihood of irreparable harm.

26. To augment, the Hon'ble Supreme Court, in *Arcelor Mittal Nippon Steel (India) Ltd. v. Essar Bulk Terminal Ltd.*¹², has reiterated that these foundational principles are equally applicable to proceedings under Section 9 of the A&C Act.

27. Significantly, the requirement of establishing a *prima facie* case for the purposes of Section 9 of the A&C Act cannot be satisfied by

¹² (2022) 1 SCC 712



2026:DHC:680



the mere existence of an arbitration clause in the agreement between the parties. The *prima facie* case must extend beyond the formal existence of an arbitration agreement and must encompass an assessment of whether the disputes sought to be referred are, in law, capable of being resolved through arbitration. Where the dispute is *ex facie* non-arbitrable or is barred from arbitration by operation of statute, the Court cannot grant interim relief on the assumption that arbitral proceedings would validly ensue.

28. In proceedings under Section 9 of the A&C Act, therefore, the Court does not function as a mere referral or facilitative forum. Rather, it is vested with substantive powers to scrutinize the legal tenability of the claims raised, the maintainability of the reliefs sought, and the jurisdictional foundation for invoking arbitral remedies.

29. Unlike Section 11 proceedings, where the scope of judicial interference is deliberately circumscribed and limited to a *prima facie* examination of the existence of an arbitration agreement, as explained in ***Vidya Drolia*** (*supra*), such limited scrutiny cannot be mechanically or indiscriminately transplanted into proceedings under Section 9 of the A&C Act. The legislative intent underlying Section 9 contemplates a more searching inquiry, particularly where the grant of interim measures may have far-reaching civil and commercial consequences.

30. Further, even otherwise, a careful and holistic reading of the judgment in ***Vidya Drolia*** (*supra*), particularly paragraph no. 80 thereof, makes it abundantly clear that disputes pertaining to tenancy rights governed by rent control legislation stand on a fundamentally different footing. The Hon'ble Supreme Court has unequivocally held that where a special statute confers exclusive jurisdiction upon



2026:DHC:680



designated statutory forums to adjudicate specific rights and obligations, such disputes are rendered non-arbitrable.

31. In the present case, the rights sought to be asserted unmistakably arise under the provisions of the RRC Act, which is a special rent control legislation providing a complete code for adjudication of landlord-tenant disputes falling within its ambit. The relevant extract of paragraph no. 80 of the judgment in *Vidya Drolia* (*supra*), which is of direct relevance, is reproduced hereinbelow for ready reference:

“80. In view of the aforesaid, we overrule the ratio laid down in *Himangni Enterprises v. Kamaljeet Singh Ahluwalia*, (2017) 10 SCC 706 and hold that landlord-tenant disputes are arbitrable as the Transfer of Property Act does not forbid or foreclose arbitration. However, landlord-tenant disputes covered and governed by rent control legislation would not be arbitrable when specific court or forum has been given exclusive jurisdiction to apply and decide special rights and obligations. Such rights and obligations can only be adjudicated and enforced by the specified court/forum, and not through arbitration.”

32. The Hon’ble Supreme Court, therefore, has drawn a clear, deliberate, and well-reasoned distinction between two categories of landlord-tenant disputes. The first category comprises disputes governed purely by the Transfer of Property Act, 1882, which do not involve any special statutory protections or exclusive forums and are, therefore, amenable to arbitration. The second category consists of disputes regulated by special rent control statutes, such as the RRC Act in the present case, which confer statutory protections upon tenants and vest exclusive jurisdiction in designated authorities or courts. Such disputes, by their very nature, involve adjudication of statutory rights and obligations that cannot be privately contracted out of or subjected to arbitral determination.



2026:DHC:680



33. In the present case, the controversy between the parties squarely falls within the latter category. The determination of rights sought by the Petitioner would necessarily require an examination of issues that are integrally governed by the provisions of the RRC Act, including matters relating to tenancy protection, eviction, and other statutory safeguards. These issues lie within the exclusive domain of the authorities constituted under the RRC Act, and the jurisdiction of an arbitral tribunal to adjudicate upon such matters stands excluded.

34. In view of the aforesaid settled legal position, it is manifest that the present petition, insofar as it seeks to invoke arbitral remedies in respect of disputes governed by the RRC Act, is fundamentally misconceived and not maintainable in law. The existence of an arbitration clause between the parties cannot confer jurisdiction upon an arbitral tribunal in respect of disputes which the law has expressly reserved for adjudication by statutory forums.

35. The Petitioner, therefore, cannot be permitted to circumvent or bypass the statutory mechanism expressly provided under the RRC Act by resorting to arbitration proceedings or by seeking interim measures in aid of such proceedings. The legislative scheme under the RRC Act constitutes a complete and self-contained code, which not only creates specific rights and obligations but also prescribes the exclusive forum and procedure for adjudication of disputes arising therefrom.

36. Once the legislature, in its wisdom, has provided a special remedy before a designated statutory authority, parties are bound to adhere to the same and cannot, by private agreement, contract out of the statutory framework. It is a settled position of law, as consistently clarified by the Hon'ble Supreme Court, including ***Vidya Drolia***



2026:DHC:680



(*supra*), that the mere existence of a contractual clause purporting to render disputes arbitrable cannot override or dilute an express statutory bar or confer arbitral jurisdiction where none exists in law.

37. In other words, parties cannot, through contractual arrangements, render arbitrable those disputes which the law declares to be non-arbitrable. Consequently, the Petitioner's attempt to invoke arbitration or to seek interim protection in aid thereof is legally untenable. That being so, the Petitioner is, however, at liberty to pursue such remedies as may be permissible in law before the appropriate forum constituted under the relevant statute, strictly in accordance with the procedure prescribed therein.

38. Further, once this Court arrives at the definitive conclusion that the subject matter of the dispute is inherently non-arbitrable, the ancillary controversy concerning the interpretation of the arbitration agreement, whether in the manner suggested by the Petitioner or as contended by the Respondent, loses all legal significance. Any adjudication on the scope, ambit, or interpretation of the arbitration clause would be rendered wholly academic and bereft of any practical consequence.

39. Courts are not expected to undertake an interpretative exercise in a vacuum or decide abstract questions of law that do not affect the substantive rights of the parties. In the absence of arbitral jurisdiction, the arbitration clause itself becomes inoperative for the purposes of the present dispute. In such circumstances, embarking upon a detailed analysis of the arbitration agreement would amount to an exercise in futility and would serve no useful purpose. This Court, therefore, consciously refrains from adjudicating upon the said issue, as the very foundation for invoking arbitration stands negated.



2026:DHC:680



DECISION:

40. In view of the foregoing discussion, analysis, and findings recorded hereinabove, this Court is of the considered view that the present petition is not maintainable. Accordingly, the present petition is dismissed.

41. It is, however, clarified that the dismissal of the present petition shall not preclude or prejudice the Petitioner from availing such rights and remedies as may be available to it in accordance with law before the appropriate forum. The same shall be considered independently, on their own merits, and in accordance with the applicable law.

42. The present petition, along with pending application(s), if any, stands disposed of in the aforesaid terms.

43. No order as to costs.

HARISH VAIDYANATHAN SHANKAR, J.
JANUARY 29, 2026/nd/sm/DJ