



2026:DHC:8993



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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**
CNR No. DLHC010390872026

+ ARB.P. 1491/2026

VISHAL MEHTA & ANR.

.....Petitioners

Through: Mr. Anish Kumar Maggo, Adv.

versus

M/S VG AGRICULTURE FARMS PVT LTD & ORS.

.....Respondents

Through: Mr. Ankit Siwach, Adv.

29.# **CNR No. DLHC010394422026**

+ ARB.P. 1507/2026

POOJA MEHTA

.....Petitioner

Through: Mr. Anish Kumar Maggo, Adv.

versus

M/S VG AGRICULTURE FARMS PVT LTD & ORS.

.....Respondents

Through: Mr. Ankit Siwach, Adv.

CORAM:**HON'BLE MR. JUSTICE OM PRAKASH SHUKLA****JUDGMENT(ORAL)**

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07.10.2026

1. The present petition has been filed under Section 11(6) of the Arbitration and Conciliation Act, 1996¹, seeking appointment of a Sole Arbitrator to adjudicate the disputes arising between the parties from Rent Agreements dated 06.11.2015 in respect of property being Shop No. G34 and G-35, Ground Floor, TOI Fun Republic, Moti Nagar, New Delhi-110015.

2. Clause 17 of the aforesaid Rent Agreements contains the arbitration agreement, which read as follows:

Signature Not Verified
1 "Act" hereinafter

Signed By: GUNN ARB.P. 1491/2026
Signing Date: 12.10.2026
20:00:00

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“17. That in case any dispute arises between the first party and second party then the said disputes will be referred to a mutually acceptable sole arbitrator whose decision will be final and binding on both the parties.”

3. It is borne out from the record that the Petitioners issued a notice dated 01.09.2024 in terms of Section 21 of the Act.

4. Learned Counsel appearing on behalf of the Respondent raises preliminary objection on the maintainability of the present petition on the ground of limitation.

5. It is well settled that while exercising jurisdiction under Section 11 of the Act, the scope of enquiry of this Court is confined to examining the *prima facie* existence of an arbitration agreement.

6. In the present case, there is no dispute with regard to the existence of a valid arbitration clause between the parties. Therefore, this Court finds no impediment in appointing a Sole Arbitrator.

7. Accordingly, Ms. Anu Sura, Advocate (Mob. No.9654500031) is appointed as a learned Sole Arbitrator to adjudicate the disputes arisen between the parties. The learned Sole Arbitrator shall enter upon the reference within three weeks from today.

8. The learned Sole Arbitrator will proceed to the arbitration proceedings subject to furnishing requisite disclosures as required under Section 12(2) of the Act within three weeks of entering reference.



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9. The arbitration shall be carried under the rules and aegis of Delhi International Arbitration Centre (“DIAC”). The learned Arbitrator shall be entitled to fees as per the Schedule of Fees maintained by the DIAC.

10. It shall be open to the parties to raise all pleas, including and not limited to objections as to arbitrability, jurisdiction and limitation, before the learned Sole Arbitrator who shall decide the same in accordance with law.

11. It is clarified that the observations made herein are only for the purpose of deciding the present petition under Section 11(6) of the Act. The learned Sole Arbitrator shall adjudicate the disputes with claims and counter claims independently and on their own merits, uninfluenced by any observations contained in the present order.

12. The Registry is directed to send a receipt of this order to Ms. Anu Sura, learned Arbitrator through all permissible modes including email.

13. Accordingly, the present petition is disposed of in the above terms. Pending applications, if any, also stand disposed of.

OM PRAKASH SHUKLA, J

OCTOBER 7, 2026/at