



2026:DHC:6603



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IN THE HIGH COURT OF DELHI AT NEW DELHI

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CNR No. DLHC010141942026

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ARB.P. 611/2026

MORE RETAIL PRIVATE LIMITED

.....Petitioner

Through: Mr. Mandavya Kapoor, Adv.

versus

DEVENDER SINGH & ORS.

.....Respondents

Through:

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

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11.08.2026

1. The present petition has been filed under Section 11(6) of the Arbitration and Conciliation Act, 1996, seeking appointment of a Sole Arbitrator to adjudicate the disputes arising out of the Lease Deed dated 05.12.2024 executed between the parties.

2. The disputes primarily relate to the Respondents' alleged failure to discharge their contractual obligations under the Lease Deed and failure to refund the balance Interest-Free Refundable Security Deposit¹ of Rs.14,93,175/-, along with interest.

3. It is made out from the record that service upon the Respondents is sufficient. *Vide* order dated 21.05.2026, proxy Counsel appeared on behalf of the Respondents, however, no *vakaltnama* has been filed thereafter. The order dated 26.05.2026 records that, despite service and representation on the previous date, no one appeared for the Respondents. The Respondents were granted an opportunity to enter appearance or file a reply by the next date, failing which the

¹ "IFRSD" hereinafter



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Court had indicated that it would proceed to consider referring the disputes to arbitration.

4. Today, despite the opportunity granted to them, none appears on behalf of the Respondents. The Respondents have also failed to file any reply to the present petition. In view thereof and considering that the Respondents have chosen not to participate in the present proceedings, despite sufficient service, this Court finds no impediment in proceeding to consider the appointment of a Sole Arbitrator.

5. The tracking details placed on record establish that the Respondents have been duly served. The proof of service, as reflected from the tracking details, is annexed with the petition. The same is annexed hereinbelow for reference:



Department of Posts
Government of India
Ministry of Communications

Generated through Indiapost website on: 19/5/2026, 10:25:58 am

Consignment/MO Tracking Report

Consignment/MO Number: SU002638189IN

Article Number:
SU002638189IN

Article Type:
SP_INLAND_DOC

Booked At:
Delhi High Court Extension Counter SO

Booked On:
04/05/2026, 11:46:41

Destination:
Mayur Vihar PhIII SO

Origin Pincode:
110003

Delivered On:
05/05/2026, 17:18:35

Destination Pincode:
110096

Event	Date	Time	Office	Remarks
Item Booked	04/05/2026	11:46:41	Delhi High Court Extension Counter SO	-
Item bagged	04/05/2026	15:15:43	Delhi High Court Extension Counter SO	-
Item Dispatched	04/05/2026	15:40:48	Delhi High Court Extension Counter SO	-
Item received at Destination	05/05/2026	07:44:58	Patparganj SO	-
Taken out for delivery	05/05/2026	09:21:53	Patparganj SO	-
Item Delivered(Addressee)	05/05/2026	17:18:35	Patparganj SO	Delivered



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Department of Posts
Government of India
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Consignment/MO Tracking Report

Consignment/MO Number: SU002638192IN

Article Number:

SU002638192IN

Article Type:

SP_INLAND_DOC

Booked At:

Delhi High Court Extension Counter SO

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04/05/2026, 11:46:41

Destination:

Mayur Vihar PhIII SO

Origin Pincode:

110003

Delivered On:

05/05/2026, 17:18:13

Destination Pincode:

110096

Event	Date	Time	Office	Remarks
Item Booked	04/05/2026	11:46:41	Delhi High Court Extension Counter SO	-
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Department of Posts
Government of India
Ministry of Communications

Generated through Indiapost website on: 19/5/2026, 10:27:13 am

Consignment/MO Tracking Report

Consignment/MO Number: SU002638201IN

Article Number:

SU002638201IN

Article Type:

SP_INLAND_DOC

Booked At:

Delhi High Court Extension Counter SO

Booked On:

04/05/2026, 11:46:41

Destination:

New Ashok Nagar S.O

Origin Pincode:

110003

Delivered On:

05/05/2026, 17:17:58

Destination Pincode:

110096

Event	Date	Time	Office	Remarks
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6. The Lease Deed dated 05.12.2024 contains an arbitration agreement under Clause 22, providing for reference of disputes between the parties to a Sole Arbitrator.



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7. It is well settled that, while exercising jurisdiction under Section 11 of the Act, the scope of enquiry is confined to examining the *prima facie* existence of an arbitration agreement².

8. In the present case, this Court is of the *prima facie* view that a valid and binding arbitration agreement exists between the parties under Clause 22 of the Lease Deed dated 05.12.2024. The disputes raised by the Petitioner, including those pertaining to termination of the Lease Deed, refund of the IFRSD and the respective rights and obligations of the parties, are *prima facie* covered by the said arbitration agreement.

9. In the aforesaid circumstances, this Court finds no impediment in appointing a Sole Arbitrator to adjudicate the disputes between the parties.

10. Accordingly, Ms. Prema Priyadarshini, Advocate (Mob. No. 9818107970) 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 two weeks from today.

11. 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 two weeks of entering reference.

² **SBI General Insurance Co. Ltd. v. Krish Spinning** 2024 SCC OnLine SC 1754



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12. 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.

13. It shall be open to the parties to raise all pleas, including objection as to arbitrability and jurisdiction, before the learned Sole Arbitrator who shall decide the same in accordance with law.

14. 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 independently and on their own merits, uninfluenced by any observations contained in the present order.

15. The Registry is directed to send a receipt of this order to Ms. Prema Priyadarshini, learned Arbitrator through all permissible modes including email.

16. Accordingly, the present petition is disposed of in the above terms.

OM PRAKASH SHUKLA, J

AUGUST 11, 2026/ss/gunn