



2026:DHC:8733



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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**# **CNR No. DLHC010334432026**+ **ARB.P. 1250/2026****M/S AZOTEA CONSTRUCTIONS PRIVATE LIMITED**

.....Petitioner

Through: Mr. Raghav Wadhwa, Mr.
Naman Kapoor, Ms. Jahnvi
Ghai and Ms. Anjali Jain, Advs.

versus

RANJITA GOSWAMI

.....Respondent

Through: Mr. Tushar Malhotra and Mr.
Nitin Aggarwal, Advs.**CORAM:****HON'BLE MR. JUSTICE OM PRAKASH SHUKLA****JUDGMENT(ORAL)**

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28.09.2026

1. The present petition has been filed under Section 11(6) of the Arbitration and Conciliation Act, 1996¹ seeking appointment of a Sole Arbitrator for resolution of disputes arising *inter se* the parties pertaining to the Lease Deed dated 10.08.2021.

2. Mr. Tushar Malhotra, learned Counsel has put in appearance on behalf of the Respondent and he submits that the matter can be referred to mediation for an amicable settlement.

3. Acceding to the same, the matter is referred to Delhi High Court



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Mediation and Conciliation (*Samadhan*) and the parties are directed to appear in-person or through their authorized representative along with their respective Counsel before the Mediation Centre on 05.10.2026.

4. Three weeks' time is granted for exploring the possibility of settlement through mediation.

5. In case mediation fails, the parties are also *ad idem* with respect to reference of the disputes to arbitration. There is no dispute with regard to the existence of a valid arbitration agreement between the parties. In the present case, Clause 24 of the Lease Deed contains the arbitration agreement, it is reproduced thus:

“In the event of any dispute or differences between the parties relating to this Lease Deed or any part thereon the same shall be referred to sole arbitrator who shall be appointed by the Lessor solely.”

6. 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 agreement.

7. In the aforesaid circumstances, this Court finds no impediment in appointing a Sole Arbitrator.

¹ “Act” hereinafter



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8. Accordingly, Delhi International Arbitration Centre (“DIAC”) is directed to appoint a Sole Arbitrator to adjudicate the disputes arisen between the parties within one week. The learned Sole Arbitrator shall enter upon the reference within three weeks from the date of appointment by the DIAC.

9. The learned Sole Arbitrator will proceed to the arbitration proceedings subject to furnishing requisite disclosures as required under Section 12(2) of the Act.

10. The arbitration shall be carried under the rules and aegis of DIAC. The learned Arbitrator shall be entitled to fees as per the Schedule of Fees maintained by the DIAC.

11. 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.

12. 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.



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

OM PRAKASH SHUKLA, J

SEPTEMBER 28, 2026/gunn