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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**# **CNR No. DLHC010201262026**+ **O.M.P.(I) (COMM.) 200/2026****SINGLA GATEWAY PRIVATE LIMITED**PetitionerThrough: **Ms. Divyangana Singh, Mr.
Deepank Yadav, Advs.**

versus

REBEL MASS EXPORTS PRIVATE LIMITED

.....Respondent

Through:

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

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29.09.2026

1. This Court vide order dated 07.08.2026 recorded the following:

"1. Vide order dated 23.07.2026, this Court recorded the following:

"1. Learned Counsel for the Petitioner submits that the affidavit of service has been filed. It emerges from the record that the same has been filed and service is sufficient.

2. None appears on behalf of the Respondent. In the interest of justice, adverse orders are deferred.

3. List on 07.08.2026.

4. It is made clear that no further adjournment shall be granted on the next date of hearing and if the Respondent is not available, this Court shall proceed with the matter on the basis of the material on record."

2. The Petitioner is the lessee of commercial space at Pitampura Metro Station, Delhi, under a registered Master Lease Agreement executed with Delhi Metro Rail Corporation Limited.

3. It is the case of the petitioner that he sub-leased Shop No. PTP G-1, admeasuring approximately 115 sq. metres on the

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Signed By: ANUBHAW M.M.P.(I) (COMM.) 200/2026
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ground floor of Pitam Pura Metro Station, to the Respondent under a registered Sub-Lease Deed dated 25.09.2024 for a period of nine years commencing from 22.07.2024, with a lock-in period of three years.

4. The agreed monthly sub-lease rent for the first year was ₹2,01,000/-, subject to annual escalation of 5%, apart from applicable taxes, electricity and other charges.

5. According to the Petitioner, after an initial moratorium period, the Respondent commenced and continued operating a retail outlet from the premises but made only intermittent payments towards rent and other charges, resulting in alleged outstanding dues of ₹32,53,502/- as on 01.05.2026, apart from further accruing amounts.

6. The Petitioner further alleges that the Respondent deducted TDS from certain payments without depositing the same with the concerned authorities.

7. In view of the alleged defaults, the Petitioner issued a legal notice dated 02.05.2026 terminating the Sub-Lease and invoking the arbitration clause contained therein.

8. The Respondent, however, is stated to continue in possession and occupation of the premises.

9. The present petition under Section 9 of the Arbitration and Conciliation Act, 1996 has accordingly been filed seeking the following relief

“a) Direct the Respondent to forthwith deposit with this Hon'ble Court (or, in the alternative, with the Petitioner) the admitted Outstanding Dues of INR.32,53,502/- as on 01.05.2026, together with such further Outstanding Dues that have accrued thereafter and continue to accrue till the date of grant of the prayed reliefs, alongwith Interest @24% per annum thereon from the respective Due Dates till the date of actual payment / deposit; and

b) Direct the Respondent to continue deposit with this Hon'ble Court (or, in the alternative, to pay the Petitioner) the Monthly Sub-Lease Rent of INR.2,01,000/- (or such revised escalated Rent as may be applicable in terms of Annexure-3, Part-10A of the Subject Sub-Lease) plus 18% GST plus applicable Electricity Charges and Other Charges, on or before the 10th day of each Calendar Month, during the pendency of the Arbitration Proceedings to be commenced; and



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c) In the alternative to the reliefs prayed for in clauses (b) above, Direct the Respondent to forthwith deliver the peaceful vacant physical possession of the Demised Premises bearing Shop No. PTP G-1, Ground Floor, Pitam Pura Metro Station (Package – P), Delhi (admeasuring 115 Sq. Mtr. Covered Area) to the Petitioner, after discharging the entire Outstanding Dues alongwith Interest, Damages and Costs as per the Subject Sub-Lease Deed dated 25.09.2024; and

d) Restrain the Respondent and its Directors, Officers, Employees, Agents, Representatives, Group Companies and any other person acting for and on behalf of the Respondent, from in any manner alienating, transferring, encumbering, creating any third-party rights upon, or otherwise dealing with the Respondent's movable and immovable assets (including its bank accounts, receivables, machinery, inventory, fixtures, leasehold / tenancy rights, securities and intangibles), to the extent of INR.1,00,00,000/- (Rupees One Crore Only), pending the constitution of the Arbitral Tribunal and the adjudication of the disputes between the Parties; and

e) Direct the Respondent to file a complete and comprehensive Affidavit before this Hon'ble Court disclosing all its movable and immovable assets, bank accounts, investments, receivables, securities, and the encumbrances created thereon, on a sworn basis, within a period of two (2) weeks; and

f) Direct the Respondent to forthwith file the TDS Returns and to deposit / file the TDS in respect of the Sub-Lease Rent paid / payable till date and onwards, in compliance with Clause 8 of the Subject Sub-Lease Deed dated 25.09.2024 and the provisions of Section 194-I of the Income Tax Act, 1961, and to provide the corresponding Form 16-A to the Petitioner forthwith; and

g) Restrain the Respondent from in any manner sub-letting, assigning, parting with possession, sub-licensing or otherwise creating any third-party rights in or upon the Demised Premises, in violation of Clause 21 of the Subject Sub-Lease Deed dated 25.09.2024; and

h) Restrain the Respondent from in any manner altering, damaging, destroying, removing or impairing the Demised Premises, the Fittings and Fixtures therein, or any of the structural / civil / electrical / mechanical infrastructure of the Demised Premises; and

i) Direct the Appointment of a Local Commissioner /Qualified Surveyor to inspect the Demised Premises and to record the present state and condition of the Demised Premises, including the Fittings and Fixtures, the



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Structural / Civil / Electrical / Mechanical infrastructure, and to file an Inspection Report before this Hon'ble Court for the purposes of preserving the Subject Matter; and

j) Pass such Ad-Interim Ex-Parte Orders in terms of the above prayers as this Hon'ble Court may deem fit and proper, and confirm the same after notice to the Respondent; and / or

k) Pass such other and / or further Order(s) granting Interim Measures of Protection in favour of the Petitioner and against the Respondent, as this Hon'ble Court may deem fit and proper in the Facts and Circumstances of the Case, in the interest of Justice.”

10. Service upon the Respondent is complete. Despite sufficient opportunity, none appears. The Respondent is accordingly proceeded ex parte.

11. The registered Sub-Lease Deed establishes, prima facie, the relationship between the parties i.e. lessor and lessee and, the agreed monthly consideration, and the arbitration agreement.

12. Further, the material placed on record further shows that possession was handed over to the Respondent, and that invoices were periodically raised. Additionally, certain payments were in fact made by the Respondent, thereby demonstrating implementation of the Sub-Lease arrangement.

13. According to the Petitioner, repeated demands thereafter remained unpaid and the Respondent continues to occupy and commercially exploit the premises.

14. Despite service having been held sufficient, the Respondent has chosen neither to appear nor to place any material disputing the invoices or alleged defaults.

15. The Petitioner's case therefore remains unrebutted, though the Court has still independently examined the documents before granting relief.

16. Accordingly, a prima facie case is made out in favour of the Petitioner as Respondent is in continuous possession of the subject premises without clearing the outstanding dues.

17. The Respondent is accordingly restrained till the next date of hearing, in any manner, sub-letting, assigning, parting with the possession, sub-licensing or otherwise creating any third-party rights in the subject premises.



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18. *Learned Counsel appearing for the Petitioner shall serve the copy of this Order to the Respondent through dasti under the name of Court master.*

19. *Let reply be filed within a period of three weeks from today. Rejoinder thereto, if any, be filed within two weeks thereafter.*

20. *List on 29.09.2026.”*

8. The present petition is disposed of with the direction that the appropriate arbitral proceedings may be initiated within 45 days from today.

9. Upon constitution of the Arbitral Tribunal, the present petition shall be treated as an application under Section 17 of the Arbitration and Conciliation Act, 1996 and shall be placed before the learned Arbitral Tribunal for consideration in accordance with law.

10. Needless to state, upon constitution of the Arbitral Tribunal, the Arbitral Tribunal may proceed with the matter uninfluenced by any order or direction passed by this Court.

11. The Arbitral Tribunal is free to continue, vacate or modify the interim arrangement granted by this Court.

12. All rights and contentions of the parties are left open and nothing contained in this order or order dated 07.08.2026 shall be construed as an expression of opinion on the merits of the disputes.

13. The interim arrangement directed by this Court *vide* order dated 07.08.2026 shall only continue until the learned Arbitral Tribunal considers the matter and passes appropriate orders thereon.



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14. In the event the Petitioner fails to initiate appropriate Arbitral proceedings within the time stipulated, the interim arrangement shall automatically stand vacated.

15. The present petition is disposed of in the aforesaid terms.

OM PRAKASH SHUKLA, J

SEPTEMBER 29, 2026/at