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

+ ARB.P. 2/2026

PARAMJIT SINGH PROPRIETOR OF G J INVESTMENT AND
LEASING & ORS.Petitioners

Through: Mr. Dhruv Chawla, Advocate
Mob: 9971897143
Email: dhruvchawla1@gmail.com

versus

FIITJEE LIMITED THROUGH ITS DIRECTORS & ANR.

.....Respondents

Through: Ms. Sima Gulati and Ms. Diksha
Narula, Advs.
Mob: 9810048243

CORAM:
HON'BLE MS. JUSTICE MINI PUSHKARNA

ORDER
03.02.2026

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1. The present petition has been filed under Section 11(6) of the Arbitration and Conciliation Act, 1996 ("**Arbitration Act**"), seeking appointment of a Sole Arbitrator for the adjudication of the disputes between the parties arising out of the Lease Deed dated 29th April, 2010.
2. Learned counsel for the petitioners submit that the petitioners had inducted the respondents as a lessee with respect to the entire *First Floor, Second Floor and Third Floor of properties bearing nos. 31, 32 & 33, Central Market, Punjabi Bagh, New Delhi – 110026*, by way of the registered Lease Deed dated 29th April, 2010.
3. It is further submitted that the parties executed three other Lease



Deeds in September, 2020, with respect to the *basements of the properties bearing nos. 31, 32 and 33, situated at Central Market, Punjabi Bagh (West), New Delhi-110026.*

4. Learned counsel for the petitioners submits that with respect to the Lease Deeds executed for the basement of the said properties, separate petitions, i.e., *ARB.P 2030/2025, ARB.P 2032/2025 and ARB.P 2033/2025*, have already been filed. Thus, the present petition is with respect to the disputes that have arisen in relation to the Lease Deed dated 29th April, 2010.

5. At this stage, learned counsel for the petitioners submits that there exist certain outstanding payments, which the respondents have failed to pay to the petitioners with respect to properties leased under Lease Deed dated 29th April, 2010, despite repeated reminders and requests.

6. He further submits, that on account of the said non-payment, petitioners issued a Legal Notice dated 03rd October, 2025, for payment of outstanding payments, however, despite receipt of the said Notice on 04th October, 2025, the respondents did not make any payment towards the same.

7. Learned counsel for the petitioners submits that subsequently, the petitioners had sent a Notice dated 31st October, 2025, thereby, terminating the Lease Deed dated 29th April, 2010, and thereafter, the Notice dated 22nd November, 2025 under Section 21 of the Arbitration Act, was sent by the petitioners, invoking arbitration under Clause 4 (s) of the Lease Deed dated 29th April, 2010.

8. Learned counsel appearing for the petitioners draws the attention of this Court to Clause 4 (s) of the Lease Deed dated 29th April, 2010, which states that the disputes arising between the parties are to be adjudicated by



way of arbitration. The same reads as under:

“xxx xxx xxx

4. PROVIDED ALWAYS AND IT IS HEREBY MUTUALLY AGREED as follows: -

xxx xxx xxx

s) In the event of any disputes, difference or claims arising between the parties in connection with this agreement or the construction or the interpretation of any of the clauses hereof or anything does or omitted to be done pursuant hereto, the parties shall first endeavour to amicably settle such disputes, differences or claims, amongst themselves, failing which the same shall be referred to the arbitrator appointed mutually. The arbitration proceedings shall be held at Delhi and be held in English language and the arbitration will be subject to the provisions of the Arbitration and Conciliation act, 1996.

xxx xxx xxx”

9. Learned counsel for the petitioners submits that as per the arbitration clause, i.e., Clause 4 (s) of the Lease Deed dated 29th April, 2010, the arbitration proceedings are to be held in Delhi. Further, the approximate claim amount is to the tune of Rs. 61,92,347/- (Rupees Sixty-One Lacs Ninety-Two Thousand Three Hundred Forty-Seven Only).

10. At this stage, learned counsel appearing for the respondents puts in appearance and submits that she has no objection to appointment of an Arbitrator.

11. Learned counsel appearing for the respondents submits that there are other arbitration proceedings between the same parties, which are being held under the aegis of Delhi International Arbitration Centre (“DIAC”). She further submits that the same counsel be appointed as Arbitrator in the present case also.

12. Accordingly, this Court is satisfied that there exists a valid arbitration clause for the adjudication of the disputes, which have arisen between the



parties, and thus, there is no impediment in appointment of an Arbitrator.

13. Accordingly, for the reasons as aforesaid, the present petition is allowed, and the following directions are issued:

- i) Ms. Mrigna Shekhar, (Mobile No.: +91-7838014074, E-mail: mrignashekhar.adv@gmail.com) is appointed as a Sole Arbitrator to adjudicate the disputes between the parties.
- ii) The arbitration proceedings shall be held under the aegis and Rules of DIAC, Delhi High Court, Sher Shah Road, New Delhi.
- iii) The remuneration of the Sole Arbitrator shall be in terms of DIAC (Administrative Cost and Arbitrators' Fees) Rules, 2018.
- iv) The Sole Arbitrator is requested to furnish a declaration in terms of Section 12 of the Arbitration Act prior to entering into the reference. In the event of any impediment to the Arbitrator's appointment on that count, the parties are given liberty to file an appropriate application before this Court.
- v) It shall be open to the respondents to raise counter-claims, if any, in arbitration proceedings.
- vi) It is made clear that all the rights and contentions of the parties, including, as to the arbitrability of any of the claim, any other preliminary objection, as well as claims/counter-claims and merits of the dispute of either of the parties, are left open for adjudication by the Sole Arbitrator.
- vii) The parties shall approach the Sole Arbitrator within two (02) weeks, from today.

14. Needless to state, nothing in this order shall be construed as an expression of this Court on the merits of the case.

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

16. The Registry is directed to send a copy of this order to the Secretary,



DIAC for information and compliance.

MINI PUSHKARNA, J

FEBRUARY 3, 2026/SK