
(2026) 08 DEL CK 4520
In the Delhi High Court, Principal Bench, New Delhi
Case No : ARB.P. 884/2026

Gurinder Pal Singh

APPELLANT

Vs

Ashimara Housing Pvt. Ltd.

RESPONDENT

Date of Decision : 03-08-2026

Acts Referred:

Arbitration and Conciliation Act, 1996 — Section 11(6), 21, 11, 12(2)

Citation : (2026) 08 DEL CK 4520

Hon'ble Judges : Om Prakash Shukla, J

Bench : Single Bench

Advocate : Ms. Nishtha Verma, Mr. Parth Sarthi

Judgement

1. The present petitions have 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 02.03.2024 executed between the parties in respect of the property bearing No. 33, Siri Fort Road, Sector-3, Sadiq Nagar, New Delhi ("subject property").

2. The Petitioners leased the subject property to the Respondent(s) for a period of five years and six months commencing from 01.12.2023. According to the Petitioner, the Respondent committed persistent defaults in payment of rent. The lease was, thereafter, terminated, by notice dated 16.10.2025.

3. It is a case of the Petitioners that despite termination of the lease, the Respondent has neither handed over vacant possession of the premises nor cleared the outstanding rent and occupation charges.

4. Clause 12.2 of the Lease Deed contains an arbitration clause providing that disputes arising between the parties shall be referred to arbitration. The same is reproduced below:-

12.2 Governing law, Arbitration and Jurisdiction

i. The Agreement shall be governed by the law of India.

ii. In case of any dispute arising between the parties, the parties shall first submit such dispute to Arbitration to be adjudicated by a sole arbitrator mutually appointed by the parties. The orders of such arbitrator shall be final and binding upon the parties. The seat of arbitration shall be New Delhi and the language shall be English.

iii. The courts at New Delhi alone shall have exclusive jurisdiction deal with all matters concerning this Agreement.

5. It is borne out from the record that the arbitration agreement was invoked by notices dated 07.04.2026 in terms of Section 21 of the Act.

6. Learned Counsel for the Respondent submits that he has no objection against the appointment of an arbitrator.

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 cases, there is no dispute with regard to the existence of a valid arbitration clause between the parties.

9. Further, the parties are *ad idem* with respect to the reference of the disputes to arbitration. In the aforesaid circumstances, this Court finds no impediment in appointing a Sole Arbitrator.

10. Accordingly, Mr. S. N. Gupta, Advocate (Mob. No. 9810077343) 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.

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 three weeks of entering reference.

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 with claims and counter claims 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 Mr. S. N. Gupta, learned Arbitrator through all permissible modes including email.

16. Accordingly, the present petitions are disposed of in the above terms.

FOOTNOTES

1. "the Act" hereinafter
2. **SBI General Insurance Co. Ltd. v. Krish Spinning 2024 SCC OnLine SC 1754**