

(2026) 07 DEL CK 0222

In the Delhi High Court, Principal Bench, New Delhi

Case No : ARB.P. 968/2026

Ravinder Ahuja And Anr. & Anr.

APPELLANT

Vs

M/S Bhagat Ram Om Prakash Agro Pvt Ltd.

RESPONDENT

Date of Decision : 20-07-2026

Acts Referred:

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

Citation : (2026) 07 DEL CK 0222

Hon'ble Judges : Sachin Datta, J

Bench : Single Bench

Advocate : Mr. Apratim Animesh Thakur, Mr. Gaurav Dua, Ms. Prachi Masija, Ms. Aarushi Suri

Final Decision : Disposed Of

Judgement

SACHIN DATTA, J. (ORAL)

1. The present petition has been filed by the petitioner under Section 11(6) of the Arbitration and Conciliation Act, 1996 (hereinafter 'A&C Act'), seeking appointment of a Sole Arbitrator to adjudicate the disputes between the parties.

2. The arbitration clause invoked by the petitioners is contained in the Memorandum of Understanding (MoU) dated 01.11.2023, executed between the parties. The said clause is in the following terms:-

3. The aforesaid Memorandum of Understanding pertains to the slump sale of a business. Learned counsel for the petitioner submits that not only was the concerned business sold for an amount of Rs. 1.5 crore, but the Memorandum of Understanding also contemplated lease of five properties situated at Krishna Market and Lajpat Nagar-1 to the respondent for a nine-year term at a combined monthly rent of Rs. 6,51,000/-, under lease deeds executed contemporaneously with the execution of the said MoU. The relevant stipulation in the Memorandum of Understanding dated 01.11.2026 in this regard is reproduced as under:-

"That it is categorically stated that the immovable properties being Shop numbers 32,33,56, Flat 18 (SR) Krishna Market and F-88 (Basement) Lajpat Nagar-1, is the absolute under ownership of the First Party and his wife and the Second Party has agreed to take on Lease the said Properties for a Period of 9 Years for a monthly lease rent of Rs. 6,51,000.00 per month. The Parties shall execute separate lease agreement for the same Registered as per Law."

4. The case of the petitioner is that the respondent, having paid rent in full only for the first two months, made intermediate payments thereafter and ultimately stopped paying altogether, thereby, committing material breach of the MoU. The petitioners invoked the arbitration clause by legal notice dated 23.02.2026, which elicited no response. Hence the present petition came to be filed.

5. Learned counsel for the respondent, while refuting the contention of the petitioners on merits of the controversy, does not dispute the existence of the arbitration agreement between the parties. It is acceded by respective counsel for the parties that an independent Sole Arbitrator is required be appointed to adjudicate the disputes between the parties.

6. Accordingly, at jointly prayed, Ms. Justice (Retd.) Pratibha Rani, former Judge, Delhi High Court (Mob. No.: +91 9910384626) is appointed as the Sole Arbitrator to adjudicate the disputes between the parties.

7. Respective counsel for the parties request that arbitration be conducted under the aegis of, and as per the rules of the Delhi International Arbitration Centre (DIAC). It is ordered accordingly. Let a copy of this order be communicated to the Organizer, DIAC.

8. The parties shall be at liberty to raise their claims/counter-claims which shall be duly considered by the learned sole arbitrator in accordance with law.

9. The learned Sole Arbitrator may proceed with the arbitration proceedings subject to furnishing requisite disclosures as required under Section 12 of the A&C Act.

10. Needless to say, nothing in this order shall be construed as an expression of opinion of this Court on the merits of the controversy between the parties.

11. The petition is disposed of in the above terms.