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

+ **ARB.P. 1002/2025**

SWATI DUA

.....Petitioner

Through: **Mr. Tushar Rohmetra, Advocate.**

versus

**XERICA WIDENING HORIZONS LLP THROUGH ITS
DESIGNATED PARTNER/ AUTHORISED SIGNATORY & ORS.**

.....Respondents

Through: **Mr. Balvinder Ralhan and Mr. Aditya
Ralhan, Advocates.**

CORAM:

HON'BLE MR. JUSTICE TUSHAR RAO GEDELA

ORDER

23.07.2026

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ARB.P. 1002/2025

1. This is a petition under Section 11(6) of the Arbitration and Conciliation Act, 1996 arising out of the Lease Agreement dated 12.02.2019 executed in respect of the demised premises bearing no. 706, situated at H.B. Twin Towers, at plot no. A-2, 3 and 4 at Netaji Subhash Place, Wazirpur District Center, Delhi-110034, of which the petitioner claims to be a lawful and absolute owner.

2. It is stated that sometime in the month of January 2019, the respondent no.1 through its partner had approached the petitioner for taking the demised premises on rent. Consequent upon the negotiations, the petitioner agreed to rent out the premises to the respondent.

3. Pursuant thereto, a registered lease deed dated 12.02.2019 was executed between the petitioner and respondent no.1. The said lease deed demised the premises to the respondent for a total period of nine years commencing from 01.05.2019 and ending on 30.04.2028 with a lock in period of three years



commencing from 01.05.2019 or commencement of rent, whichever is later. The table indicating the lease rent as per the lease deed dated 12.02.2019 is extracted hereunder:

PERIOD	RENT AMOUNT
1 may 2019 to 30 April 2022	Rs 55,080/-
1 May 2022 to 30 April 2025	Rs 63,342/-
1 May 2025 to 30 April 2028	Rs 72,843/-

4. It is stated that after having leased out the premises, the respondent defaulted on payment of rent on a number of occasions. On account of such default, the petitioner alleges to have communicated to the respondents through official and personal mode of communications regarding the non-payment of rent. However, the respondents did not respond to any of such communications.

5. It is further stated that feeling aggrieved by the non-payment of rent and other disputes incidental to the lease deed dated 12.02.2019, a legal notice dated 08.04.2025 invoking arbitration under Clause 24 of the Lease Agreement was issued to the respondent. It is stated that the said notice was never replied to by the respondents.

6. It is stated that since the respondents did not even reply to the said notice, the petitioner was constrained to file the present petition seeking appointment of an arbitrator.

7. The relevant clause bearing Clause no.24 of the Lease Agreement dated 12.02.2019 containing the arbitration clause is extracted hereunder:

“24. That if any dispute arises in regard to interpretation and/or implementation of terms and conditions of this Deed, the same shall be referred to the Arbitration of a Single Arbitrator, incase the parties agree upon one, otherwise each party shall be entitled to appoint one Arbitrator and the two appointed Arbitrators shall appoint a Third Arbitrator who shall



act as the presiding Arbitrator and such Arbitration shall be in accordance with and subject to the provisions of the Arbitration & Conciliation Act, 1996, as amended UpToDate. The Venue of such Arbitration shall be at Delhi and Delhi Courts shall have exclusive Jurisdiction.”

8. It is also relevant to note that the petitioner has also issued a notice dated 08.04.2025 invoking arbitration in terms of Clause 24 of the Lease Agreement whereby a name of learned counsel was also suggested. The relevant portion is extracted hereunder:

“10. That therefore as per the terms and conditions of clause -24 of the lease Agreement dated 12.02.2019, my client has chosen to invoke the arbitration clause and in accordance with the same, my clients propose the name of the sole arbitrator i.e. Mr. Ajay Thakran (Advocate) office address:-Chamber no. 1221, Rohini Lawyers Chamber Block, Delhi, MOB:- 9868633853, by way of the present notice. It is hereby informed to you the noticees that the said sole Arbitrator shall commence the arbitration proceedings in case no objection is received from your side to the appointment of the said sole Arbitrator within 15 days from the receipt of the present notice for your eviction before sole arbitrator i.e Mr. Ajay Thakran (Advocate) office address:- Chamber no. 1221, Rohini Lawyers Chamber Block, Delhi, MOB:- 9868633853 and the recovery of arrears of rent and user charges of demised premises equivalent to 1.5 times of monthly rent as mentioned in lease deed.”

9. However, despite the said notice, there was no response on behalf of the respondent.

10. Learned counsel appearing on behalf of the respondent, on instructions, states that the respondent has already served a notice of vacation and pursuant thereto, shall vacate the demised premises on or before 31.07.2026. The said statement is taken on record.

11. However, it appears that the issue in respect of whether any claims in respect of pending or arrears of unpaid rent is still to be decided. On that count, Mr. Balvinder Ralhan, learned counsel appearing on behalf of the respondent has no objection in case the matter is referred to arbitration.

12. It is clear that the parties had agreed on reference of disputes to arbitrator and the seat of arbitration proceedings is at Delhi.

13. Learned counsel for the parties are ad idem that the matter may be



referred to arbitration. In terms of the judgment of the Supreme Court in ***SBI General Insurance Company Limited vs. Krish Spinning: (2024) 12 SCC 1***, this Court is not required to delve into the disputes which may have arisen between the parties and is only to satisfy itself as to the existence of an Arbitration clause in the agreement.

14. In view of the above and having regard to the fact that this matter is connected with the number of other matters in which the respondents are common and so are the issues, it appears prudent to appoint a common/sole Arbitrator. However, separate tribunals shall be constituted for each of the connected matters, with common Arbitrator presiding over such tribunal.

15. Accordingly, in view of the aforesaid statement of learned counsel for the petitioner as also the respondent, **Ms. Sapna Nirwan, (Ph: 9999450823)** is appointed as the Arbitrator. The fees of the arbitrator shall be governed under Schedule IV of the Arbitration and Conciliation (Amendment) Act, 2015. The proceedings shall be carried out under the aegis of the Delhi International Arbitration Centre.

16. Let the copy of this order be sent to the Delhi International Arbitration Centre forthwith.

17. Petition is disposed of in the aforesaid terms alongwith all the connected petitions.

TUSHAR RAO GEDELA, J

JULY 23, 2026/anj