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

+ CS(OS) 3138/2015 & IAs No.21945 & 21946/2015

FRIEND MOTEL PVT. LTD. Plaintiff

Through: Md. Shahid Anwar and
Mr.Amir Naseem, Advocates

versus

SUPERTRACK HOTEL PVT. LTD. Defendant

Through:

CORAM:
HON'BLE MS. JUSTICE HIMA KOHLI

ORDER
% 15.10.2015

1. The plaintiff has filed the present suit against the defendant praying *inter alia* for possession of premises bearing No.104, Babar Road and for recovery of damages etc.
2. On a perusal of the lease deed dated 27.3.2014, filed by the plaintiff along with the list of documents, it transpires that there is an arbitration clause, i.e., clause 20 therein whereunder, the parties had agreed that if any dispute/controversy arises between them, relating to the lease deed, including breach, termination and invalidity thereof, they shall resort to arbitration.
3. Counsel for the plaintiff states that due to *bonafide* inadvertence, he did not carefully scrutinize the lease deed due to which the existence of the arbitration clause in the lease deed escaped

his attention. He submits that he may be permitted to withdraw the present suit while reserving the right of his client to seek its remedies as per the procedure prescribed in the lease deed. He also makes a request that the court fees affixed on the plaint may be refunded to the plaintiff.

4. The suit is dismissed as withdrawn, along with pending applications, with liberty granted to the plaintiff, as prayed for. In the interest of justice, the Registry is directed to issue a certificate for refund of the court fees affixed on the plaint.

HIMA KOHLI, J

OCTOBER 15, 2015

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