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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**
+ **ARB.P. 73/2016**
SH. RAJ KAMAL SINGH & ORS.

..... Petitioners

Through: Mr Swaran Kamal Singh, Adv
versus

ABHAY KALRA

..... Respondent

Through: Ms Seema Singh, Adv

CORAM:
HON'BLE MR. JUSTICE VIBHU BAKHRU

ORDER

% **09.08.2016**

1. This is a petition for appointment of an arbitrator. There is no dispute that there exists an arbitration agreement between the Petitioners and the Respondent.

2. The learned counsel for the Petitioners has drawn the attention of this Court to the Lease Deed dated 02.09.2010 executed between the parties. Clause 31 of the said lease deed reads as under:-

"That both the parties agreed to refer their dispute and difference in connection with the Lease Deed to Arbitrational Tribunal."

3. The Learned Counsel for the Petitioners has also drawn the attention of this Court to the order dated 11.12.2015 passed by the District Judge - West District, Delhi whereby the Civil Suit filed by the Petitioners for recovery of ₹5,78,547/- along with further interest was dismissed at the instance of the Respondents. The said order indicates that the Respondents had taken the stand that the suit was not maintainable in view of the Clause

31 of the Lease Deed, which contained an arbitration agreement. This contention was accepted by the District Judge and the said Court came to the conclusion that there exists an arbitration agreement between the parties.

4. In reply to the present petition, the Respondent has not disputed the arbitration agreement, but has contended that there is no dispute between the parties. Clearly, the said stand is not sustainable.

5. Accordingly, Mr Brajesh Kumar, ADJ (Retired) (Mobile No.9968139955), is appointed as sole arbitrator to adjudicate upon the dispute between the parties. The fees of the arbitrator shall be fixed in terms of Schedule IV of the Arbitration and Conciliation Act, 1996.

6. The Petition is disposed of in the above terms.

7. Copy of this order be given *dasti* to the learned counsel for the parties and a copy thereof be communicated to the arbitrator forthwith.

VIBHU BAKHRU, J

AUGUST 09, 2016

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