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IN THE HIGH COURT OF DELHI AT NEW DELHI

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ARB.P. 283/2016

LEASEPLAN INDIA PVT. LTD

..... Petitioner

Through: Mr. Paritosh Budhiraja with Ms. Surbhi Maheshwari, Advocates.

versus

TOPS SECURITY LTD

..... Respondent

Through: Mr. P.S. Sridhar Raj, Advocate.

CORAM: JUSTICE S.MURALIDHAR

ORDER

03.10.2016

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1. This is a petition filed by the Petitioner, Leaseplan India Private Limited, under Section 11 (6) of the Arbitration and Conciliation Act, 1996 ('Act') against the Respondent, Tops Security Limited, seeking the appointment of an Arbitrator for adjudication of disputes between the parties.

2. It is stated that the mediation was a non-starter.

3. It is stated that the Petitioner entered into a Master Lease Agreement bearing No. ND-1473 on 11th November 2005 with the Respondent. Upon certain differences arising between them, the parties negotiated and executed a Memorandum of Understanding dated 1st July 2010. Subsequently when further disputes arose between them, the parties entered into a Settlement Agreement ('SA') dated 2nd December 2014. It is stated that in January

2015, a fresh Settlement Agreement was entered into on the same terms as the SA dated 2nd December 2015 but with a few nominal changes.

4. The objection raised by learned counsel for the Respondent is that the SA does not contain any arbitration clause. The dispute in the matter arises out of the Master Lease Agreement dated 11th November 2005 which admittedly contains an arbitration clause. Therefore, the objection is rejected.

5. This Court appoints Mr. Justice Anil Kumar, a former Judge of this Court, residing at B-33, Panchsheel Enclave, New Delhi – 110 017 as the sole Arbitrator for adjudication of the disputes between the parties, including their claims and counter. The learned Arbitrator shall fix his own terms and proceed in accordance with the Act as amended in 2015. The parties are directed to appear before the learned Arbitrator on 16th November 2016 at 11 am or such other time that the learned Arbitrator considers appropriate.

6. The petition is disposed of in the above terms. A certified copy of this order be delivered to the learned Arbitrator forthwith.

S.MURALIDHAR, J

OCTOBER 03, 2016

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