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

+ **ARB.P. 334/2016**

ANIL KUMAR HEERA

..... Petitioner

Through: Mr Naveen Kumar Tayal, Advocate.

versus

KULJEET SINGH

..... Respondent

Through: Mr Rishi Pal Singh, Advocate.

CORAM:

HON'BLE MR. JUSTICE VIBHU BAKHRU

ORDER

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29.09.2016

1. The petitioner has filed the present petition under Section 11(6) of the Arbitration and Conciliation Act, 1996 for appointment of a Sole Arbitrator. It is stated that the parties have entered into a rent agreement dated 15.07.2013 whereby the petitioner had let out his premises bearing no.50, (2nd Floor with roof rights and common right of roof of mezzanine floor), Avtar Enclave, Paschim Vihar, Delhi-110063 to the respondent. Admittedly, the term of the said agreement expired on 30.06.2014. The petitioner states that certain disputes have arisen in relation to the said agreement inasmuch as the respondent has not handed over the possession of the premises as agreed in terms of Clause 9 of the rent agreement.

2. The learned counsel for the respondent does not dispute the existence of the rent agreement or the arbitration clause; he, however, submits that the

said rent agreement had expired with the flux of time on 30.06.2014 and, therefore, the arbitration agreement has also perished with the expiry of the said agreement. He further states that, thereafter, the parties had entered into another agreement captioned “Bayana Agreement/Agreement to Sell and Purchase” whereby the petitioner had agreed to sell the said property to the respondent for a consideration of ₹80 lakhs. It is also stated that the respondent had paid part of the agreed consideration.

3. The learned counsel further states that after becoming aware of the present petition, the respondent filed a suit for specific performance of the aforesaid “Bayana/Agreement to Sell and Purchase”, which is pending in the court of the Additional District Judge, Tis Hazari Courts. The petitioner disputes the existence and the validity of the “Bayana Agreement/Agreement to Sell and Purchase” and states that the said agreement is a forged and fabricated one.

4. At this stage, it is not necessary to examine the disputes between the parties. The rent agreement and the arbitration clause are admitted. Although, it is correct that the said agreement had expired by flux of time but the arbitration clause shall survive the termination in respect of any disputes in relation to that agreement.

5. Clause 14 of the said rent agreement which contains arbitration clause reads as under:-

“14. That in case of dispute between the parties hereto, the same shall be referred to sole arbitration mutually agreed upon. The provisions of the Indian Arbitration and Conciliation Act, 1996 shall apply. The arbitration proceedings

will take place at DELHI. And the decision of the arbitrator or in case disagreement of arbitrators of the Empire to be appointed by the Arbitrators will be final and binding on the parties to this Lease Agreement and further, the jurisdiction of the said arbitration proceedings shall be DELHI Courts only.”

6. It is not disputed that the petitioner had invoked the aforesaid clause by a notice dated 18.04.2016. However, the petitioner has not received any response thereto. In the above circumstances, it is necessary that an Arbitrator be appointed.

7. Accordingly, it is directed that an Arbitrator be appointed under the Rules of the Delhi International Arbitration Centre (DIAC). The representatives of the parties shall appear before the Co-ordinator, DIAC on 21.10.2016 at 11:00 AM. The arbitration shall be conducted under the aegis of DIAC and in accordance with its Rules.

8. The petition is disposed of.

VIBHU BAKHRU, J

SEPTEMBER 29, 2016
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