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IN THE HIGH COURT OF DELHI AT NEW DELHI

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CS(COMM) 171/2017

JOHN TINSON & CO. PVT LTD. Plaintiff

Through: Ms. Shyel Trehan, Advocate with
Ms. Manjira Dasgupta, Advocate.

versus

EVERGREEN LAND MARK PVT. LTD. Defendant

Through: Mr. Sanjeev Ralli, Advocate.

CORAM:

HON'BLE MR. JUSTICE MANMOHAN

ORDER

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26.05.2017

I.A. 6560/2017 in CS(Comm) 171/2017

Present application has been filed under Section 8(1) of the Arbitration and Conciliation Act, 1996.

It is pertinent to mention that the present suit has been filed by the plaintiff seeking decree of eviction/possession and mesne profit/damages in respect of the suit premises.

In the application, it is averred that there is no dispute about the existence of the lease deed dated 23rd January, 2015 executed between the parties which has been filed by the plaintiff along with the plaint. The arbitration clause contained in the lease deed is reproduced hereinbelow:-

“38. Any dispute or differences arising between the parties under this Agreement shall be reconciled amicably in the first instance. Unresolved disputes or differences will be referred

to mutually appointed Arbitrator and the arbitration proceedings shall be conducted under the Arbitration and Conciliation Act, 1996. The decision of the Arbitrator shall be final and binding on the parties.”

Issue notice.

Ms. Shyel Trehan, learned counsel accepts notice on behalf of plaintiff. She does not oppose the reference of the present suit to the Arbitration.

Consequently, with consent of parties, the dispute between the parties is referred to the Delhi International Arbitration Centre (for short ‘DIAC’). It is directed that an arbitrator be appointed under the Rules of DIAC.

With the aforesaid direction, present suit and pending applications stand disposed of.

The next date of hearing is cancelled.

MANMOHAN, J

MAY 26, 2017

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