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

+ ARB.P. 221/2016

THE MOTOR & GENERAL FINANCE LTD Petitioner

Through Mr. Sunil Magon, Adv.

versus

BRAVO HOTEL PVT. LTD. Respondent

Through Mr. Gurpreet Singh and Mr. Bakur
Jain, Advs.

CORAM:

HON'BLE MR. JUSTICE JAYANT NATH

ORDER

% **09.05.2017**

This petition is filed under Section 11(6) of the Arbitration and Conciliation Act, 1996 seeking appointment of an Arbitrator in terms of Clause 30 of the Lease Agreement dated 16.09.2014 read with the Supplementary Lease Agreement dated 07.11.2014 to adjudicate the claims and disputes between the parties.

The parties entered into a settlement agreement in respect of premises being First Floor of Building No. N-49, Connaught Place, New Delhi for an area admeasuring approximately 10,000 sq. ft. on 06.09.2014

As the disputes and differences arose, the petitioner filed the present petition.

The matter was settled on 21.10.2016 whereby the respondent undertook to make payments as per the schedule agreed upon. The petition was disposed of with liberty to the petitioner to revive it in case of any default committed by the respondent. As there was a default on behalf of the respondent, an application was filed to revive the present petition which was

allowed on 10.04.2017.

Learned counsel appearing for the respondent very fairly submits that there exists an arbitration clause in the Lease Agreement. He submits that there are certain contentions and disputes and the matter should be referred to arbitration.

The Arbitration Clause reads as follows:-

“30. THAT should any dispute or difference arise concerning the subject matter of these presents or interpretation of any covenant, clause or thing herein contained or otherwise arising out of this lease agreement, the same shall be referred for arbitration to the provisions of Arbitration and Conciliation Act, 1996 with any statutory modification thereof and rules framed there under shall be applicable to such arbitration proceedings, which shall be held at Delhi. The arbitration proceedings shall be conducted in English. The cost of the arbitration shall be borne as directed by the Arbitral Tribunal.”

Accordingly, Mr. Koka Raghava Rao, Sr.Advocate, Supreme Towers, Tower No.10, Flat No. 1003, Sector 99, Noida, U.P. (Mobile No.: 9971259053) is appointed as an Arbitrator to adjudicate all the disputes and differences between the parties. The appointment of the learned Arbitrator is subject to compliance of provisions of Section 12(1) of the Arbitration Act. The learned Arbitrator shall fix his fees in consultation with the learned counsel for the parties.

In view of the above, the petition stands disposed of.

The parties to appear before the learned Arbitrator on 29.05.2017 at 4.30 P.M.

JAYANT NATH, J

MAY 09, 2017/rb