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

+ **ARB.P. 782/2016**

**MADHU ARORA**

..... Petitioner

Through: Mr S. K. Singh, Advocate.

versus

**TEJAS CLASSES**

..... Respondent

Through: Mr Ompal Singh, Advocate.

**CORAM:**

**HON'BLE MR. JUSTICE VIBHU BAKHRU**

**ORDER**

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**04.01.2017**

1. The petitioner has filed the present petition under Section 11 of the Arbitration and Conciliation Act, 1996 (hereafter the 'Act'), *inter alia*, praying that an Arbitrator be appointed to adjudicate the disputes that have arisen between the parties in relation to a Lease Agreement dated 12.06.2015 whereby the petitioner had let out the second floor portion, without roof rights, of premises no.709, Dr. Mukherjee Nagar, Delhi-110009.

2. The said Lease Deed contains an arbitration clause, which is set out below:-

“The parties agree that in case of any dispute arising in respect of this agreement, the matter shall be referred to arbitration of one Arbitrator mutually appointed by both the parties. The arbitration shall be conducted in consonance with the provisions of the Arbitration and Conciliation Act 1996, as may be amended from time to time. The decision of the arbitrator so appointed shall be

binding upon both the parties. The arbitration proceedings shall be held at Delhi and conducted in the English language. The courts in Delhi alone shall have jurisdiction with regard to this Agreement. Indian laws will be applicable.”

3. The petitioner sent a notice dated 01.09.2016 calling upon the respondent to vacate the premises in question. Thereafter, the petitioner sent another notice dated 10.10.2016 invoking the arbitration clause.

4. The learned counsel for the respondent does not dispute the existence of this agreement or the arbitration clause. He, however, submits that the notice dated 10.10.2016 was not received by the petitioner.

5. A perusal of the said notice dated 10.10.2016 indicates that the same was sent to the respondent as well as the counsel. The petitioner has also annexed the postal report which indicates that the notices were delivered. In the circumstances, the contention that the notice was not received cannot be accepted.

6. In view of the fact that the arbitration clause is not disputed, it is necessary that an Arbitrator be appointed. Accordingly, it is directed that an Arbitrator be appointed under the Rules of Delhi International Arbitration Centre (DIAC). The parties are directed to appear before the Co-ordinator, DIAC on 03.02.2017 at 11:00 AM. The arbitration shall be conducted under the aegis of DIAC and in accordance with its Rules.

7. The petition is disposed of.

**VIBHU BAKHRU, J**

**JANUARY 04, 2017/MK**