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

+ ARB.P. 427/2017

ARUN KUMAR MALHOTRA Petitioner
Through Mr.Arvind Kumar Gupta and
Mr.N.N.Anand, Advs.

versus

M/S SUNRISE CONCEPTS & ORS. Respondent
Through Mr.Siddhant Asthana, Adv.

CORAM:

HON'BLE MR. JUSTICE JAYANT NATH

ORDER

% **17.07.2017**

IA No.7733/2017 (exemption)

Exemption allowed subject to all just exceptions.

Application stands disposed of.

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1. Present petition is filed under section 11(6) of the Arbitration and Conciliation Act, 1996 seeking appointment of a sole arbitrator to adjudicate the disputes between the parties. The case of the petitioner is that the property was let out to the respondents on 13.1.2011. Tenancy is said to have commenced on 13.10.2010. Disputes having arisen between the parties the petitioner filed a Civil Suit in June 2016 for recovery of possession and mesne profit before the District Court. On an application being filed by the respondents under section 8 of the Act parties were directed to decide the dispute as per the arbitration clause.
2. As per clause 15 of the lease agreement, there exists an arbitration clause which states that in case of any dispute between the parties the said dispute and differences shall be referred to a sole arbitrator to be appointed

mutually by the parties. It is the case of the petitioner that the petitioner invoked the arbitration clause on 29.4.2017 where the parties appeared for arbitration. Learned counsel for the respondent submits that he has no objection to appointment of an arbitrator.

3. Accordingly, Mr. Ravi Kant Chadha, Senior Advocate (Mobile No. 9811024601) is appointed as an Arbitrator to adjudicate the dispute between the parties. Learned Arbitrator will comply with the provisions of section 12(5) of the Act. He will decide the fees in consultation with learned counsel for the parties.

4. At this stage, learned counsel for the respondent submits that he would like to hand over the keys/possession of the tenanted premises to the petitioner. He also submits that his clients will clear the maintenance and electricity charges payable in this regard within 15 days from today. The keys of the premises have been handed over to the petitioner who is present in court.

5. Learned counsel for the petitioner submits that in view of the fact that the respondents have agreed to clear all the electricity and maintenance charges, they have no objection in case the respondents take away all their fixtures and fittings which are lying in the tenanted premises.

6. Recording the above, the present petition stands disposed of. All pending applications, if any, also stand disposed of.

7. Parties to appear before the learned Arbitrator on 10.8.2017 at 4:00 PM.

JAYANT NATH, J

JULY 17, 2017/n