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

+ **ARB.P. 6/2016**

SONAM TOPGYAL Petitioner

Through: Mr Gurnam Singh, Advocate.

versus

SOUTH ASIAN HOSPITALITY PVT. LTD. Respondent

Through: Mr Amol Sharma and Mr P.
Gowtham, Advocates for R-1.

CORAM:

HON'BLE MR. JUSTICE VIBHU BAKHRU

ORDER

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10.01.2017

1. The petitioner has filed the present petition under Section 11 of the Arbitration and Conciliation Act, 1996 (hereafter the 'Act') seeking appointment of the Sole Arbitrator to adjudicate the disputes that have arisen between the parties in respect of the agreement dated 20.03.2006. The said agreement contains an arbitration clause, which is set out below:-

“19. **Arbitration**

In case of any dispute arising or accruing in respect of this Agreement, the same shall be referred for arbitration in consonance with the provisions of the Arbitration and Conciliation Act, 1996, and the decision of the Arbitrator shall be binding upon the Intending Lessor and the Intending Lessee. However, during the pendency of the dispute, in case the Intending Lessee enjoys the benefits of the Demised Premises, there can not be any dispute with regard to payment of rent, maintenance charges or any other liability payable by the intending Lessee to the intending Lessor and/or maintenance agency. Further during the Arbitration proceedings the intending Lessee shall not stop payment of the Lease Rent and

other charges including the maintenance charges as mentioned herein. The seat of Arbitration shall be Delhi.”

2. The petitioner had filed the suit being CS No.255/2015 (earlier numbered as 392/2013) before the Additional District Judge, West District. In the said proceedings, the respondent had filed an application, *inter alia*, under Section 8 of the Arbitration and Conciliation Act, 1996 praying that the parties be referred to arbitration.
3. The learned counsel appearing for the respondent does not dispute the agreement or the arbitration clause. He, however, submits that the claims made by the petitioner are disputed and further states that the respondent also has counter claims against the petitioner.
4. In view of the fact that the existence of the arbitration clause is not disputed, it is necessary that an Arbitrator be appointed to adjudicate the disputes between the parties. Accordingly, with the consent of the parties, it is directed that an Arbitrator be appointed under the Rules of Delhi International Arbitration Centre (DIAC). The parties shall appear before the Co-ordinator, DIAC on 01.02.2017 at 11:00 AM. The arbitration shall be conducted under the aegis of DIAC and in accordance with its Rules.
5. Needless to mention that all rights and contentions of the parties are open and nothing stated therein would be construed as an expression of opinion as to the merits of the disputes or to any issue as to limitation.
6. The petition is disposed of.
7. Order *dasti*.

VIBHU BAKHRU, J

JANUARY 10, 2017/MK