

\$~13

* **IN THE HIGH COURT OF DELHI AT NEW DELHI**
+ O.M.P.(I) (COMM.) 395/2018
M/S SARDAR INDIA PVT. LTD. Petitioner
Through: Mr.R.K.Garg, Mr.Ashish Garg, Adv.

versus

CULT FIT HEALTHCARE PVT. LTD. Respondent
Through: Mr.Vibhor Agarwal, Adv.

CORAM:
HON'BLE MR. JUSTICE NAVIN CHAWLA

ORDER

% **14.11.2018**

1. Counsel for the respondent submits that the respondent is ready and willing to hand over vacant and peaceful possession of the tenanted premises, that is the ground floor of the property bearing no.A-5, Kailash Colony, New Delhi-110048 to the petitioner within a week from today. Incase the respondent fails to hand over vacant and peaceful possession of the tenanted premises to the petitioner within a week from today, the respondent shall continue paying monthly rent to the petitioner in accordance with the Lease Agreement dated 17.01.2018 for the period of such occupation.
2. The handing over and taking possession of the premises shall be without prejudice to the rights and contentions of the parties. The remaining disputes between the parties, including with respect to refund of the security deposit, claim of rent for the lock-in-period shall be decided by the Arbitrator.
3. At the request of the parties, I appoint **Mr.S.K.Tandon**, Retired ADJ, 244, Bank Enclave, Near Laxmi Nagar, Delhi-110092,

Mobile-9811719888 and 9717703864, as the Sole Arbitrator for adjudicating the disputes that have arisen between the parties in relation to the Lease Agreement dated 17.01.2018.

4. The Arbitrator shall give a disclosure under Section 12 of the Arbitration and Conciliation Act (hereinafter referred to as the 'Act') before proceeding with the reference. The Arbitrator shall be paid fee in terms of the Fourth Schedule of the Act.

5. All claims and counter claims of the parties shall remain open before the Arbitrator.

6. The petition is disposed of with the above directions with no order as to costs.

Dasti.

NAVIN CHAWLA, J

NOVEMBER 14, 2018
RN