

\$~3

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

+ **ARB.P. 798/2017**

M/S HILTI INDIA PRIVATE LIMITED Petitioner

Through: Mr S. K. Nanda and Mr Sanjiv
Verma, Advocates.

versus

RAMBIR SINGH Respondent

Through: Mr Akshay Makhija, Ms Divya Kapur
and Ms Mahima Bahl, Advocates.

CORAM:

HON'BLE MR. JUSTICE VIBHU BAKHRU

ORDER

% **12.03.2018**

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 respect of a Lease Agreement dated 31.12.2015 (hereafter 'the Agreement'). The Agreement contains an arbitration clause, which is set out below:-

“ 28. In case of any dispute arising or accruing in respect of this Lease AGREEMENT, the same shall be referred to arbitration in consonance with the provisions of the Arbitration and Conciliation Act, 1996 and any subsequent amendment thereof and the decision of the Arbitrator shall be final and binding upon the LESSOR and the LESSEE. However, during the pendency of the dispute, in case the LESSEE enjoys the benefits of the Demised Premises, the LESSEE shall not stop payment of Rent and the other charges mentioned herein. The place of Arbitration proceedings shall be at Delhi. That the courts at New Delhi shall have the jurisdiction to entertain and try any dispute and/or differences arising

out of or in connection with the terms of the lease.”

2. The learned counsel appearing for the respondent does not dispute the existence of the arbitration agreement (clause). He, however, states that it would be apposite if the parties are referred for mediation before proceeding for arbitration.

3. With the consent of the parties, it is directed that a Sole Arbitrator be appointed by the Delhi International Arbitration Centre (DIAC). The arbitration shall be conducted under the aegis of DIAC and in accordance with its Rules. The parties shall appear before the DIAC on 18.05.2018 at 11:00 AM.

4. In the meanwhile, the parties shall appear before the Delhi High Court Mediation and Conciliation Centre (DHCMCC) on 16.03.2018 at 3:00 PM in order to explore the possibility of amicably resolving their disputes. In the event, parties are able to resolve the disputes amicably on or before 16.05.2018, they shall communicate the same to the Coordinator, DIAC and he would not be required to take any further steps for arbitration. However, in the event the parties are unable to resolve the disputes within the aforesaid period, the parties shall appear before the Coordinator, DIAC, as directed above.

5. The petition is disposed of in the above terms.

6. It is clarified that all rights and contentions of the parties are reserved.

VIBHU BAKHRU, J

MARCH 12, 2018/MK