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

+ O.M.P. (I) (COMM) 125/2020 & I.A. 4294-95/2020

MORE RETAIL LIMITED ... Petitioner

Through: Mr. Yakesh Anand, Mr. Nimit Mathur, Ms. Sonam Anand and Mr. Akshay Thakur, Advocates

versus

M/s ANANT RAJ PROJECTS LIMITED ... Respondent

Through: Mr. Rohit Aggarwal, Mr. Mitash Charan, Ms. Gunjan Sinha Jain and Mr. Kanchan Chowdhary, Advocates

**CORAM:**

**HON'BLE MR. JUSTICE C. HARI SHANKAR**

**O R D E R (ORAL)**

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**09.06.2020**

This matter has been taken up for hearing by video-conferencing.

**I.A. 4294/2020 (exemption from payment of court fees)**

1. This application, by the plaintiff, seeks extension of time to pay court fees.

2. In view of the presently prevailing situation, where a lockdown has been imposed consequent on the COVID-2019 pandemic, and in view of the order dated 4<sup>th</sup> April, 2020, passed by this Court, on the

administrative side, the plaintiff is permitted to deposit deficient court fees, if any, within one week of resumption of normal court work.

3. The application is allowed to the aforesaid extent.

**I.A. 4295/2020 (exemption from filing fair copies of documents)**

1. Allowed subject to just exceptions.

**O.M.P. (I) (COMM) 125/2020**

1. This is an application, preferred by M/s More Retail Limited, under Section 9 of the Arbitration & Conciliation Act, 1996. The prayer clause in the application reads thus :

“ It is therefore most respectfully prayed that this Hon’ble court may be pleased to:

a) restrain the Respondents, its directors, authorised representatives, attorney & executives and its employees, staff, workers, agents and other officials or person(s) acting for and on behalf of the Respondents from taking any coercive action for dispossessing the Petitioner and/or from the valid and peaceful possession of the Leased premises bearing No.67, "Moments Mall" DLF Industrial Area, Kirti Nagar, Najafgarh Road, New Delhi till the decision of the present petition and further till the appointment and decision of an Arbitral Tribunal duly appointed in terms of the arbitration clause of the lease deed;

b) restrain the Respondent its directors, authorised representatives, attorney & executives and its employees, staff, workers, agents and other officials or person(s) acting for and on behalf of the Respondents from acting in pursuance or in furtherance to its email dated 01.04.2020 and the letter dated 07.04.2020, whereby the Respondent has

illegally and abruptly terminated the lease deed dated 21.06.2010;

c) restrain the Respondent its directors, authorised representatives, attorney & executives and its employees, staff, workers, agents and other officials or person(s) working directly or indirectly for them and through any other agencies not to interfere and obstruct the ingress and egress of the staff, employees of the Petitioner and of the customers visiting and coming to the leased premises and mall and not to stop, interfere and/or create any hindrance with the use, enjoyment, occupation of the leased premises or working and business operations of the Petitioner, including but not limited to access to the vehicles, trucks, vans, cars etc. for stocking by the Petitioner in the mall;

d) direct the Respondent, its directors, authorised representatives, attorney & executives and its employees, staff, workers, agents and other officials or person(s) working directly or indirectly for them and through any other agencies, to comply with the terms of the lease deed and comply with all obligations and duties of Respondent as mentioned therein till expiry of lease term;

e) pass an ex-parte ad interim order in terms of prayers (a), (b), (c), (d) above;

f) award costs of the present proceedings”

2. The requirement of entering into the specifics of this application was obviated by the fair submission, advanced by Mr. Rohit Aggarwal, learned counsel appearing for the respondent, to the effect that, if an arbitrator, to function under the aegis of the Delhi International Arbitration Centre, were appointed by this Court, the petitioner could be permitted to move an application for interim relief, if any, before the said learned arbitrator and that, till the the learned arbitrator would take a decision thereon, his client would not dispossess the petitioner, or interfere with the working of the

petitioner, in the premises leased to the petitioner in the Moments Mall, DLF Industrial Area, Kirti Nagar, Najafgarh Road, New Delhi.

3. The submission of Mr. Aggarwal is taken on record and the respondent shall remain bound thereby.

4. Accordingly, the dispute between the parties is referred to the arbitration of Hon'ble Mr. Justice Badar Durrez Ahmed (Retd.), former Chief Justice of the High Court of Jammu & Kashmir, who would function as a Sole Arbitrator.

5. The learned Sole Arbitrator would adjudicate on the disputes between the parties including the claims and counter claims, if any, under the aegis of the Delhi International Arbitration Centre (DIAC) and in accordance with the rules and procedure of the DIAC. The modalities of arbitration, as well as the fees payable, would abide by the Rules and procedure framed by the DIAC in that regard.

6. Needless to say, the DIAC shall ensure compliance with the requisite provisions of the Arbitration & Conciliation Act, 1996, as amended, before commencing the arbitration.

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

8. Copy of this order be forwarded by e-mail to learned counsel for the parties as well as to the learned Sole Arbitrator and the Coordinator, DIAC, forthwith, and also uploaded on the website of

this Court.

9. The petition stands disposed of in the above terms.

**C. HARI SHANKAR, J.**

**JUNE 09, 2020**

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