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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**
+ **CS(COMM) 340/2020**

MRS MALATI BAGRI & ANR.Plaintiffs

Through : Mr. Gaurav Kakar, Adv.

versus

MS HOPEBERRY DIAGNOSTICS HEALTHCARE LLP
THROUGH ITS PARTNER AUTHORIZED OFFICER & ANR.
....Defendants

Through : Mr. Ajit Singh, Adv.

CORAM:
HON'BLE MR. JUSTICE RAJIV SHAKDHER

ORDER

% **24.08.2020**

[Court hearing convened *via* video-conferencing on account of COVID-19]

I.A.No.7267/2020

1. Mr. Gaurav Kakar, who appears for the plaintiffs/applicants, says that he does not wish to press this application as attested affidavits have already been filed.
2. The captioned application is, accordingly, dismissed as not pressed based on the statement made by Mr. Kakar.

I.A. No.7266/2020

3. This application seeks exemption from filing legible copies of the dim documents.
4. The application is disposed of with a direction that the plaintiff will place on record the legible copies of the documents if so instructed by the Court.

CS(COMM) 340/2020

1/4

CS(COMM) 340/2020 & I.A. Nos.7262-65/2020

5. Mr. Kakar says that defendant no. 1 has not paid the rent *qua* the demised premises since June 2020.
6. Issue summons in the suit and notice in the captioned applications.
- 6.1 Mr. Ajit Singh enters appearance on behalf of the defendants and accepts service.
7. Mr. Singh says that there is an arbitration agreement obtaining between the parties.
8. Mr. Kakar does not dispute this fact of the matter. Mr. Kakar says that the arbitration agreement is contained in Clause 19 of the lease deed dated 29.03.2019. Mr. Kakkar says that the said lease deed is both, registered and stamped; an aspect which is not disputed by Mr. Ajit Singh who appears for the defendants.
9. To be noted, defendant no. 1 is the tenant in the demised premises while defendant no. 2 is the confirming party who has guaranteed the fulfilment of the obligations by defendant no. 1, which includes the payment of rent as well.
10. Since there is no dispute with regard to the subsistence of an arbitration agreement amongst the parties before me and learned counsel for the parties are agreeable to a sole arbitrator being appointed by this Court, I intend to dispose of the suit, at this very juncture, with the consent of counsel.
11. Accordingly, Mr. J.R. Aryan, former District Judge, North East District, New Delhi [Mobile Number: +91- 9958697034] is appointed as a sole arbitrator in the matter.

CS(COMM) 340/2020

2/4

12. The parties will appear before the learned arbitrator, in the first instance, on 31.08.2020 at 3.00 P.M.

12.1 In case the aforementioned date and time is not convenient to the learned arbitrator, he will fix another date, with consultation of the parties and their respective counsel, which would be proximate to the date fixed by this Court.

12.2 The learned arbitrator will be paid his fee in terms of the provisions of the Fourth Schedule appended to the Arbitration and Conciliation Act, 1996 [in short “1996 Act”]. The learned arbitrator, before entering upon reference, will file a declaration in terms of Section 12 and other attendant applicable provisions of the 1996 Act.

12.4 In case the parties move an application before the learned arbitrator under Section 17 of the 1996 Act, for interim relief, the learned arbitrator will endeavour to take up the same, in the first instance, and dispose it of at the earliest.

12.5 Mr. Kakar says that the Statement of Claim will accompany the Section 17 application. The statement of Mr. Kakar is taken on record.

13. The suit is decreed in the aforesaid terms. A decree will be drawn up accordingly.

14. Since the suit has been disposed of at the first hearing, Mr. Kakar seeks refund of the court-fees. I am inclined to direct the refund of court fees paid by the plaintiff.

14.1 It is ordered accordingly. The Registry will take requisite steps in that behalf.

15. Consequently, the pending applications shall stand closed. This, of course, will not come in the way of the matter being decided on merits or *qua* the decision that may be taken *vis-à-vis* Section 17 application preferred by the parties.

RAJIV SHAKDHER, J

AUGUST 24, 2020

pmc/KK

Click here to check corrigendum, if any

CS(COMM) 340/2020

4/4

Signature Not Verified

Digitally Signed
By: VIPIN KUMAR RAI
Signing Date: 25.08.2020
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