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

+ **ARB.P. 624/2020**

SUDARSHAN INDIA PVT. LTD. Petitioner
Through **Mr.Rahul Malhotra, Adv.**

versus

MANOHAR CHOWDHRY AND ASSOCIATES
..... Respondent
Through **Mr.Onkar Nath, Adv.**

CORAM:
HON'BLE MR. JUSTICE C.HARI SHANKAR

JUDGMENT (ORAL)

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23.11.2020

(Video-Conferencing)

IA No.10815/2020 (for exemption)

1. Exemption allowed, subject to all just exceptions.
2. The applications stand disposed of.

ARB.P. 624/2020

1. By this petition, preferred under Section 11(6) of the Arbitration & Conciliation Centre, 1996, the petitioner seeks appointment of a sole arbitrator, to arbitrate on the disputes between the parties.

2. Mr. Onkar Nath, learned counsel for the respondent has no objection.

3. For the sake of convenience, a brief conspectus of the controversy, as set out in the petition, may be presented thus.

4. On 19th June, 2019, a lease agreement was executed between the petitioner and the respondent, whereunder the property at Plot No.127, Back Side Basement, Sector 44, Gurugram 122002, Haryana, was leased to the respondent by the petitioner, for a period of three years.

5. The petitioner claims to have furnished the aforesaid property, as desired by the respondent, in terms of Clause 28 of the lease deed, thereby incurring substantial expenditure, on the assurance that the respondent would occupy the demised property for the entire leased period.

6. Under the lease deed, the respondent was to pay monthly rent of ₹ 1,25,000/- plus GST to the petitioner with effect from 1st July, 2019, on or before the fifth day of every calendar month. Default in payment of rent entitled the petitioner, *vide* Clause 22 of the lease deed, to terminate the lease deed and recover the outstanding rental with interest at the rate of 18% per annum. The petitioner claims ₹32,50,000/-.

7. It is claimed that the respondent has been in possession of the aforesaid property w.e.f. 1st July, 2019, and was regularly paying rent till April, 2020. However, it is alleged that, from May, 2020, the

respondent discontinued payment of rent, thereby breaching the lease deed. It is also asserted that the respondent has falsely alleged that it was not being allowed access to the aforesaid property.

8. On 20th June, 2020, the petitioner issued a legal notice to the respondent, calling on the respondent to cure the default in payment of rent, and disgorge the rent for the months of May and June, 2020, amount to the tune of ₹2,50,000/- plus GST along with interest at the rate of 18% per annum within seven days, failing which it was stated that the petitioner would be constrained to invoke Clause 22 of the lease deed, whereunder the lease deed would stand terminated. The respondent, *vide* its reply dated 29th June, 2020, denied the allegations of the petitioner.

9. A further legal notice was issued to the petitioner by the respondent on 21st July, 2020.

10. It is also asserted that, by operation of Clause 22 of the lease deed read with the legal notice dated 20th June, 2020, the lease deed stood terminated on the expiry of seven days from 20th June, 2020.

11. Clause 31 of the lease deed contemplates reference of any dispute/difference, arising between the parties, for resolution by arbitration.

12. Learned counsel for the parties submit that their clients are willing for resolution of the aforesaid dispute by arbitration, but they

have not been able to arrive at a consensus regarding the identity of the arbitrator.

13. In view thereof, I appoint Gautam Narayan, Advocate (Phone no.:- +91 9811411735, 011-29834841; Address :- D17, Basement, Lajpat Nagar-3, New Delhi - 110024), as the sole Arbitrator, to arbitrate on the disputes between the parties. The arbitration would proceed in accordance with the Arbitration & Conciliation Act, 1996, and the learned sole arbitrator would be entitled to be paid fees as per the Fourth Schedule of the Arbitration & Conciliation Act, 1996.

14. Learned counsel are directed to contact the learned sole Arbitrator, at the aforesaid contact details, within 48 hours of receipt of a copy of this order, as sent to them by e-mail by the Registry, so as to fix a schedule for arbitration.

15. The learned sole Arbitrator would, thereafter, enter on a reference and furnish the requisite disclosure under Section 12(2) of the Arbitration & Conciliation Act, 1996, within two weeks of entering on the reference.

16. With the aforesaid directions, this petition stands disposed of.

C.HARI SHANKAR, J

NOVEMBER 23, 2020/aa