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

% ***Date of decision: 24.09.2021***

+ **ARB.P. 279/2021**

OYO HOTELS AND HOMES PVT. LTD. .... Petitioner  
Through: Mr. Yash Srivastava, Advocate

Versus

LENSKART SOLUTIONS PVT. LTD. .... Respondent  
Through: Mr. Kamal Nijhawan, Advocate

**CORAM:**  
**HON'BLE MR. JUSTICE SURESH KUMAR KAIT**

**JUDGMENT (oral)**

The hearing has been conducted through video conferencing.

1. The present petition has been preferred seeking appointment of Arbitrator under Section 11(6) of the Arbitration and Conciliation Act, 1996.
2. Petitioner and respondent herein are companies incorporated under the Companies Act, 2013.
3. According to petitioner, on being approached by respondent with requirement of office space, the petitioner entered into a Lease Agreement dated 30.07.2019 with respondent (erstwhile known as M/s Alcott Town Planners Pvt. Ltd.) with respect to premises located on the first of Subharam Complex, M.G. Road, Bangalore – 560001, for a lease period of six years, out which 36 months was to be lock-in period.

4. Petitioner claims that immediately after execution of the aforesaid Lease Agreement, respondent took possession of the subject premises. However, on 23.03.2020, an email was received from the respondent that due to Covid pandemic, respondent shall not be making payment for 15 days and sought invocation of force majeure clause in the aforesaid Agreement.

5. It is averred on behalf of the petitioner that the force majeure clause of the agreement could be invoked only in those events because of which parts of the premises were damaged and destroyed and also that series of mails were shared between the parties with regard to payment of rent, which clear shows that petitioner had given due relaxations to the respondent. However, respondent issued Notice dated 24.05.2020 to the petitioner revoking the Agreement in question and claimed Rs.1,21,50,500/- towards the security deposit.

6. Petitioner claims that vide its communication dated 29.06.2020, against the unlawful and untimely revocation of the Agreement in question, petitioner called upon the respondent to pay Rs.7,80,02,644/- towards unexpired commitment term along with late payment charges, however, no reply was received from respondent. Thereafter, petitioner vide Notice dated 12.01.2021 invoked arbitration in terms of Clause-8(b) of the Agreement in

question and proposed name of Arbitrator and the said communication also remained but no response was received even thereto. Thus, the present petition has been filed.

7. At the hearing, learned counsel appearing on behalf of respondent very fairly conceded that the disputes *inter se* parties can be resolved through arbitration and prayed this Court that the present petition be allowed.

8. Accordingly, **Ms. Lalit Mohini Bhat, Advocate (Mobile: 9910155009)** is appointed sole Arbitrator to adjudicate the disputes between the parties.

9. The fees of the learned Arbitrator shall be according to Fourth Schedule of the Arbitration and Conciliation Act, 1996.

10. The learned Arbitrator shall ensure compliance of Section 12 of Arbitration and Conciliation Act, 1996 before commencing the arbitration.

11. The present petition is accordingly disposed of.

12. A copy of this order be sent to the learned Arbitrator for information.

**(SURESH KUMAR KAIT)**  
**JUDGE**

**SEPTEMBER 24, 2021**

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