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

% ***Date of decision: 22.12.2021***

+ **ARB.P. 1014/2021**

**M/S KP CARS INTL PRIVATE LIMITED THROUGH ITS
DIRECTOR SHRI KANSAL** Petitioner

Through: **Mr. Deepak Tyagi, Adv.**

versus

SHRI AMISH GUPTA & ANR. Respondents

Through: **Mr. Nitin Dasmora, Adv.**

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

JUDGMENT (oral)

1. The present petition has been filed under Section 11 of the Arbitration and Conciliation Act, 1996 seeking appointment of Umpire (Arbitrator) as per clause 19 of lease agreement dated 18.12.2017. Pertinently, petitioner is a company under the provisions of the Companies Act, 1956 and was willing to start a business of Automobiles and was in dire need of commercial accommodation for running and opening of the showroom and authorized service center for imported luxurious Cars having value of more than crores.

2. According to the petitioner, a lease deed was executed between the

petitioner and the respondents through a mediator in Respect of the Khasra No.390/2/2, NH-8, Delhi-Gurugram Road, Rangpuri, Near Shiv Murti, New Delhi-110037, measuring area of about 11,000 Sq. ft. on Ground & First Floor. The petitioner through mediator had approached for taking the abovesaid premises with open area attached thereto, including terrace rights for commercial purposes. In March 2018, demised premise was sealed by the MCD as it was being used for commercial purpose without permission. Notice of demand dated 31.05.2021 was served by petitioner upon respondents thereby calling them to pay the amount as mentioned in paragraph 19 of the plaint and urged for appointment of Arbitrator on behalf of respondents. However, respondents did not comply with the same. Hence, the present petition has been filed.

3. Pertinently, as per clause 19 of Lease Deed dated 18.12.2017, the disputes shall be resolved through an Arbitral Tribunal, which shall constitute a panel of three Arbitrators. Each party shall appoint one Arbitrator and two appointed Arbitrators so appointed shall appoint one umpire Arbitrator.

4. During the course of hearing, learned counsel for petitioner has proposed the name of **Ms. Priyanka Bhandari, Advocate [38 LAWYER**

CHAMBER PICKET ROAD, MUMBAI-400002, Mobile: 8981096731]

as Arbitrator on behalf of petitioner.

5. At the hearing, learned counsel appearing on behalf of respondent has disputed the claims raised by the petitioner, however, acceded that the disputes *inter se* parties are arbitrable. Learned counsel also informed that respondents propose the name of **Ms. B. L. Garg, ADJ (Retd.) (Mobile:9810827815)** as the second Arbitrator.

6. Learned counsel for the parties have prayed that this Court may appoint the umpire Arbitrator.

7. **Accordingly, Mr. Justice (Retd.) Sunil Gaur (Mobile: 9971000718)** is appointed Umpire Arbitrator by this Court to adjudicate the disputes between the parties. Besides, **Ms. Priyanka Bhandari, Advocate** is appointed Arbitrator on behalf of petitioner and **Ms. B. L. Garg, ADJ (Retd.)** is appointed Arbitrator on behalf of respondents.

8. The fee of **Mr. Justice (Retd.) Sunil Gaur**, learned Arbitrator, shall be governed by the Fourth Schedule of the Arbitration and Conciliation Act, 1996.

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

10. The present petition stands disposed of accordingly.
11. A copy of this order be sent to the learned Arbitrator for information.

(SURESH KUMAR KAIT)
JUDGE

DECEMBER 22, 2021
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