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

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Date of decision: 06.12.2021

+ ARB.P. 1079/2021

SMT. VIDYA RANI GARG & ANR. Petitioners

Through: Ms. Sonal Chauhan, Advocate

Versus

M/S FEETOES

..... Respondent

Through: Mr. Sumeir Ahuja, Advocate

CORAM:

HON'BLE MR. JUSTICE SURESH KUMAR KAIT

J U D G M E N T (oral)

1. The present petition has been under Section 11 (6) of the Arbitration and Conciliation Act, 1996 seeking appointment of sole Arbitrator to adjudicate the disputes with respondent.

2. The dispute in question pertains to Shop no. M-24, Ground Floor admeasuring approx. 425 square feet situated at M-Block, Market, Greater Kailash-1, New Delhi. Petitioner herein claims to be absolute owner thereof by virtue of registered sale deed dated 02.09.1999. According to petitioner, the said shop was let out to respondent, a proprietorship firm, for a period of six years commencing from 01.12.2019 to 30.11.2025, on a monthly rent of INR 3,70,000/- and as per the lease agreement, the rent was payable in ARB.P. 1079/2021

advance on or before the 5th day of each English Calendar month, failing which penalty of Rs.5,000/- per day for the delayed period was to be paid to the petitioner. The aforesaid lease agreement was registered in the office of Sub-Registrar, Hauz Khas, New Delhi on 06.12.2019.

3. According to petitioner, as per Clause-3 of the aforesaid lease agreement, after completion of three years, it was agreed that the monthly rent shall be increased from Rs.3,70,000/- to Rs. 4,31,250/- for the next three years w.e.f. 01.12.2022 and service tax and GST shall be borne by the respondent. Further, there shall be lock-in period of two years from date of commencement, i.e. 01.12.2019 to 30.11.2021 which is still subsisting.

4. It has been averred by the petitioner that due to Covid pandemic, a Supplementary Agreement dated was entered into between the parties on 19.09.2020, whereunder the monthly rent was reduced from Rs.3,70,000/- to Rs.2,25,000/- per month from 01.04.2020 till 31.12.2020 and thereafter, the rent was agreed upon @Rs.3, 75,000/- per month. However, it was further agreed between the parties that the Supplementary Agreement shall continue till March, 2021 and from 01.04.2021, the rent shall be paid @Rs.3,75,000/- per month. However, since respondent failed to pay monthly rent amounting to Rs.3,75,000/- along with GST from 01.04.2021 and all efforts to

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conciliate with respondent failed, therefore, petitioner sent a Legal cum Arbitration Notice dated 02.07.2021 to respondent. Also since respondent in its reply dated 09.07.2021 denied all the claims of petitioner and by further communications exchanged between the parties, the dispute could not be resolved, therefore, the present petition has been filed.

5. Mr. Sumeir Ahuja, Advocate, appearing on behalf of respondent has not disputed invocation of arbitration vide Notice dated 02.07.2021 and has not objected to the appointment of sole Arbitrator for adjudication of dispute between the parties.

6. In view of the above, the present petition is allowed. Accordingly, **Mr. Siddharth Sharma Ray, Advocate (Mobile: 9650580863)** is appointed sole Arbitrator in this petition to adjudicate the dispute between the parties.

7. The arbitration shall be conducted under the Delhi International Arbitration Centre (DIAC). The fee of the Arbitrator shall be in accordance with the schedule of fees prescribed under the Delhi International Arbitration Centre (Administrative Cost and Arbitrators' Fees) Rules, 2018.

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

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

(SURESH KUMAR KAIT)
JUDGE

DECEMBER 06, 2021

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