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

% ***Date of decision: 21.01.2022***

+ **ARB.P. 1183/2021**

AMBIENCE COMMERCIAL DEVELOPERS PVT. LTD.

..... Petitioner

Through Ms.Kittu Bajaj, Adv.

versus

M/S. AIDA FOODS PVT. LTD

..... Respondent

Through Mr. Ravinder Singh & Ms. Raveesha
Gupta, Advs.

CORAM:

HON'BLE MR. JUSTICE SURESH KUMAR KAIT

J U D G M E N T (oral)

1. The present petition has been filed under Section 11(6) of the Arbitration and Conciliation Act, 1996 seeking appointment of sole Arbitrator to adjudicate the disputes inter-se the parties.
2. Pertinently, petitioner and respondent both are companies incorporated under the Companies Act, 1956 and petitioner owns the Ambience Mall, Vasant Kunj, New Delhi.
3. According to the petitioner, the respondent had approached the petitioner for taking on lease/license the Retail Space Food Stall and Kitchen No.7. Accordingly, an agreement was executed between the parties on



11.05.2018 for taking possession for fitouts and petitioner vacated the said premises and handed over the possession thereof to the Respondent on 01.11.2019. Thereafter, on 28.07.2021 petitioner communicated the respondent and called upon to pay sum of Rs.37,03,113/- towards the charges of the premises but respondent failed to pay the same. Thereafter, petitioner made several requests and consistent demands to pay the aforesaid due and payable amount and even though respondent assured to clear the same but did not pay the same till date. So, the disputes continued between the parties.

4. Thereafter, petitioner under clause 34 of the agreement dated 11.05.2018 sent a legal notice dated 20.09.2021 to the respondent invoking arbitration for recovery of accrued arrears of rent, CAM, electricity, water, LPG, promotional, LPC and other charges along with payment charges. In response thereto, respondent disputed its liability and made false allegations against the petitioner.

5. During the course of hearing, learned counsel for petitioner has submitted that as per Clause 34 of the Agreement, in case of any dispute between the parties, the sole Arbitrator is to be appointed mutually by the parties. However, since respondent has failed to appoint the sole Arbitrator,



hence, the present petition has been filed.

6. During the course of hearing, learned counsel appearing on behalf of respondent has not opposed the present petition and the averments made therein but has not controverted that the disputes are arbitrable. Learned counsel has submitted that an Arbitrator be appointed by this Court for adjudication of dispute between the parties.

7. In view of above, the present petition is allowed. Accordingly, **Mr.C.K. Chaturvedi, DHJS (Retd.) (Mobile: 9810652722)** is appointed sole Arbitrator to adjudicate the dispute between the parties.

8. The fee of the learned Arbitrator shall be governed by the Fourth Schedule of the Arbitration and Conciliation Act, 1996.

9. The learned Arbitrator 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

JANUARY 21, 2022/ab