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

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Date of decision: 21.02.2022

+ **ARB.P. 97/2022**

GREESH KUMAR BANSAL & ANR. Petitioners
Through: **Mr. Utkarsh Sharma, Advocate**

Versus

ASIAN HOTELS (NORTH) LIMITED Respondent
Through: **Mr. Siddhant Kumar, Advocate**

CORAM:
HON'BLE MR. JUSTICE SURESH KUMAR KAIT

J U D G M E N T (oral)

1. The present petition has been filed by the petitioner under Section 11(6) of the Arbitration and Conciliation Act, 1996 seeking appointment of Arbitrator for adjudication of disputes with respondent arising out of Lease Agreement dated 13.02.2020.
2. Petitioners, who are husband and wife, claim to have entered into a Lease Agreement in respect of Service Apartment No. 2002, Second Floor, Block-A, New Tower Block, Hotel Hyatt Regency, New Delhi on a rental for Rs.4,91,000/- p.m. with applicable taxes, for a period of seven years.
3. Petitioners have claimed that in terms of Clause 12.2 of the Lease Agreement stipulates that the agreement cannot be terminated during subsistence of lock-in period i.e. for seven years and thereafter too, upon furnishing of a six months advance to the lessor. Clause-15.2 of the Lease Agreement contains the force majeure clause and Clause-15.4 contains the

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Dispute Resolution Clause.

4. Petitioner further claims that during the Covid pandemic period, the respondent stopped paying rent to the petitioner from 01.04.2020 and respondent vide notice dated 20.07.2020 unilaterally terminated the Lease Agreement and handed over the key of the apartment only on 17.08.2020. A legal notice dated 10.11.2020 was sent by the petitioners to the respondent and invoked arbitration and in terms of Clause 15.4 of the Lease Agreement, proposed names of three arbitrators. In reply to the said legal notice, vide letter dated 21.12.2020, respondent refused to consent to the names proposed by the petitioners and rather, proposed names of two arbitrators. Petitioner with a view to resolve the disputes, accepted name of one Arbitrator proposed by the respondent vide letter dated 23.03.2021 and requested the respondent to commence the arbitral proceedings. Respondent vide letter dated 16.06.2021 responded to the consent letter and sent documents for commencing arbitration. However, despite repeated requests the respondent failed to appoint sole Arbitrator and commence arbitration.

5. Mr. Siddhanth Kumar, Advocate, has entered appearance on behalf of respondent and submits that the claims raised in the present petition are disputed. Learned counsel submits that in similar other matters, a Coordinate Bench of this Court in ARB.P.579/2021, vide order dated 23.07.2021 has appointed Hon'ble Mr. Justice (Retd.) Pankaj Kumar Jaiswal to arbitrate on the disputes between the parties and so, the same Arbitrator be appointed in this case as well.

6. Learned counsel appearing on behalf of petitioner has also consented to the appointment of Mr. Justice (Retd.) Pankaj Kumar Jaiswal in the present petition.



7. The present petition is accordingly allowed and **Mr. Justice (Retd.) Pankaj Kumar Jaiswal (Mobile: 09425155450), a former Judge of the High Court of Judicature at Allahabad**, is appointed the 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 is accordingly disposed of.

(SURESH KUMAR KAIT)
JUDGE

FEBRUARY 21, 2022

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