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

% *Date of Decision: 18th September, 2023*

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+ ARB.P. 384/2023

M/S IAPL GROUP PRIVATE LIMITED Petitioner
Through: Mr. Kunal Kher, Advocate.

versus

M/S AJAYVISION EDUCATION PRIVATE
LIMITED Respondent
Through: Mr. Chandra Shekhar Yadav,
Advocate.

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+ ARB.P. 385/2023

M/S IAPL GROUP PRIVATE LIMITED Petitioner
Through: Mr. Kunal Kher, Advocate.

versus

M/S AJAY VISION EDUCATION PRIVATE
LIMITED Respondent
Through: Mr. Chandra Shekhar Yadav,
Advocate.

CORAM:
HON'BLE MS. JUSTICE JYOTI SINGH

JUDGEMENT

JYOTI SINGH, J. (ORAL)

1. These petitions have been filed by Petitioner under Section 11(6) of the Arbitration and Conciliation Act, 1996 (hereinafter referred to as the '1996 Act') for appointment of a sole Arbitrator for adjudication of the disputes between the parties.



2. Petitioner and Respondent are both Companies incorporated under the Companies Act, 1956. Respondent is engaged *inter alia* in the business of imparting education to IAS aspirants. Petitioner being the owner of the suit property leased a portion of the property to the Respondent and a Lease Deed was executed on 13.02.2018 subsequently however disputes arose between the parties and Petitioner invoked Clause 18 of the Lease Deed whereby the Dispute Resolution Mechanism envisaged by the parties was arbitration and sent a notice to the Respondent suggesting the names of proposed Arbitrators. Respondent, however, failed to nominate an Arbitrator and/or agree with any of the names proposed by the Petitioner and in these circumstances, the present petitions were filed.

3. Mr. Chandra Shekhar Yadav, learned counsel appearing on behalf of Respondent, on instructions, submits that Respondent has no objection to appointment of an independent sole Arbitrator by this Court. There is no dispute between the parties that the Lease Deed in question is sufficiently stamped.

4. I have heard the learned counsels for the parties and perused the Arbitration Agreement incorporated in the Lease Deed which reads as follows:-

“18. DISPUTE RESOLUTION. This Lease Deed shall be governed by and construed in accordance with Indian Laws. This Lease deed shall be subject to exclusive jurisdiction of Courts at Delhi. The same shall be deemed to be a reference within the meaning of the Arbitration and Conciliation Act, 1996 or any other statutory modification or reenactment thereto. The Arbitration proceedings shall be in accordance with the Arbitration and Conciliation Act, 1996 or any other statutory modification or reenactment thereto and carried out in English language.....”

5. In view of the arbitration agreement existing between the parties and with their consent, the following directions are passed:-



(a) Ms. Justice Indira Banerjee, Former Judge, Supreme Court of India, (Mob. No. 9560808777) is appointed as sole Arbitrator to adjudicate the disputes between the parties pertaining to and in respect of the Lease Deed dated 13.02.2018;

(b) Learned Arbitrator is requested to furnish a declaration in terms of Section 12(1) of the 1996 Act, prior to entering upon reference; and

(c) Fees of the learned Arbitrator shall be regulated in terms of the Fourth Schedule of the 1996 Act.

6. Needless to state that this Court has not expressed any opinion on the merits of the cases and all rights and contentions of the parties are left open to be decided by the learned Arbitrator, in accordance with law.

7. Petitions stand disposed of in the aforesaid terms.

JYOTI SINGH, J

SEPTEMBER 18, 2023/shivam