



2024:DHC:5472



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

+ ARB.P. 105/2024

NARESH GHAI

.....Petitioner

Through: Mr. Rudreshwar Singh and Mr.
Gautam Singh, Advocates

Versus

CHAROO TALWAR

.....Respondent

Through: Mr. Deepak Agarwal and Mr.
Abhay Kumar Tayal, Advocates**CORAM:****HON'BLE MR. JUSTICE C. HARI SHANKAR****JUDGMENT (ORAL)**

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23.07.2024**ARB.P. 105/2024**

1. This is a petition under Section 11(6) of the Arbitration and Conciliation Act, 1996 (“the 1996 Act”) for reference of the disputes between the parties to arbitration.

2. The arbitration clause, which governs the parties, is contained in the Lease Deed dated 1 October 2019 and reads thus:

“32. Each of the Party to this Deed hereby undertake and declare that they have the necessary power and authority to enter into this Deed and the respective signatories signing and executing this Deed on their respective part have the necessary competence, authority and power to enter into, sign and execute this Deed. The signatories to this Deed also personally covenant that they are duly authorized to execute this Deed on behalf of the respective party or individually as the case may be.”



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3. Disputes having arisen between the petitioner and the respondent in connection with the aforesaid Lease Deed, the petitioner addressed a notice dated 29 November 2023 to the respondent under Section 21 of the 1996 Act, calling for reference of the disputes to arbitration.
4. The name of an Advocate of this Court was suggested by the petitioner to act as an arbitrator. The respondent having denied the said request by reply dated 6 December 2023 the petitioner has instituted the present petition under Section 11(6) of the 1996 Act.
5. Learned Counsel for the respondent has no objection to the disputes being referred to arbitration.
6. The quantum claimed in the matter is stated to be in the region of ₹ 50 Lakhs. The dispute is referred to the Delhi International Arbitration Centre (DIAC), which shall proceed to nominate an appropriate arbitrator to arbitrate thereon.
7. The arbitration would take place under the aegis of the DIAC and would abide by its rules and regulations. The learned arbitrator shall be entitled to fees as per the schedule of fees maintained by the DIAC.
8. The learned arbitrator is also requested to file the requisite disclosure under Section 12(2) of the 1996 Act within a week of entering on reference.



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9. The respondent is entitled to file a counter-claim, if so, she chooses in the arbitral proceedings.

10. The petition stands allowed in the aforesaid terms.

C.HARI SHANKAR, J

JULY 23, 2024

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Click here to check corrigendum, if any