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

+ **ARB.P. 42/2022**

KINGHT WATCH SECURITY PVT. LTD Petitioner

Through: Mr. Ankur Aggarwal, Mr. K. Kalra,
Mr. Nitin Sharma, Advs.

versus

CITY SQUARE MALL MANAGEMENT Respondent

Through: Mr. Nakul Gandhi, Mr. Mujeeb, Dr.
Jitender Tyagi, Advs.
Mr. Akhil Sachar, Adv.

CORAM:

HON'BLE MR. JUSTICE JASMEET SINGH

ORDER

05.03.2024

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1. This is a petition seeking appointment of an arbitrator for adjudicating the disputes which have arisen between the parties in terms of the Agreement dated 01.01.2017 for providing security personnel.

2. The arbitration clause is clause 14 and reads as under:

“14. ARBITRATION: In case of any dispute between First Party and the Second Party in respect of this contract, the matter may be referred for arbitration to a joint committee of three arbitrators, one of whom shall be nominated by the First Party, another by the Second Party and the third to be nominated jointly by the two arbitrators nominated by both the parties. The



arbitration proceeding shall be as per the provision of The Indian Arbitration Act.”

3. Since there were disputes between the parties, the petitioner invoked the arbitration clause *vide* legal notice dated 24.06.2021 followed by a corrigendum dated 28.06.2021.
4. Mr. Sachar, learned counsel appears for the respondent No. 2 and denies liability.
5. Mr. Gandhi appears for the respondent No. 4 and states that it has been inducted as a partner only *vide* agreement dated 28.11.2019 w.e.f. 24.04.2018.
6. However, I am of the view that since the disputes are for a period from 01.10.2017 to August 2019, respondent No. 4 is also a proper and necessary party.
7. Respondent No. 3 also has been served but there is no appearance on behalf of the respondent No. 3.
8. For the said reasons, the petition is allowed and disposed of with the following directions:
 - i) Mr. Sidharth Shankar Ray (Adv.) (Mob. No. 9650580863) is appointed as a Sole Arbitrator to adjudicate the disputes between the parties.
 - ii) The arbitration will be held under the aegis of the Delhi International Arbitration Centre, Delhi High Court, Sher Shah Road, New Delhi hereinafter, referred to as the ‘DIAC’). The remuneration of the learned Arbitrator shall be in terms of the Fourth Schedule of the Arbitration & Conciliation Act, 1996.
 - iii) The learned Arbitrator is requested to furnish a declaration in terms of Section 12 of the Act prior to entering into the reference.



- iv) It is made clear that all the rights and contentions of the parties, including as to the arbitrability of any of the claim, any other preliminary objection, as well as claims on merits of the dispute of either of the parties, are left open for adjudication by the learned arbitrator.
- v) The parties shall approach the learned Arbitrator within two weeks from today.

JASMEET SINGH, J

MARCH 5, 2024/DM

[Click here to check corrigendum, if any](#)