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

+ **ARB.P. 193/2023**

DR ER RAJAINDERR JAINA

..... Petitioner

Through: Mr. Rajesh Aggarwal, Adv. (VC).

versus

INDUS TOWER LTD

..... Respondent

Through: Mr. Sanjeev Kumar Sharma, Mr.
Vikas Bhardwaj, Ms. Dipti Singh, Mr.
Rajiv Dalal, Advs.

CORAM:

HON'BLE MR. JUSTICE DINESH KUMAR SHARMA

ORDER

23.02.2024

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1. By way of the present petition filed under Section 11(6) of the Arbitration and Conciliation Act, 1996 (hereinafter, referred to as the 'A&C Act'), the petitioner seeks appointment of an Arbitral Tribunal comprising of a Sole Arbitrator to adjudicate the disputes between the parties.
2. Learned counsel for the petitioner submits that the parties had entered into a Lease Deed dated 15.06.2012. It is submitted that the said Lease Deed contains an arbitration clause (Clause-10.6), which provides that all disputes, with respect to the said agreement, shall be referred to arbitration as per provisions of the A&C Act, and further provides that the place of arbitration would be at Delhi.
3. Subsequently, in view of the judgment in *N.N. Global Mercantile (P)*



Ltd. v. Indo Unique Flame Ltd., 2023 SCC OnLine SC 495 certain directions were issued for the stamping of the lease deed vide order dated 11.10.2022. However, while the matter was pending before the learned Joint Registrar judgment of the Apex Court in ***In Re: Interplay Between Arbitration Agreements Under The Arbitration And Conciliation Act 1996 and The Indian Stamp Act 1899*** Neutral Citation: 2023 INSC 1066. came and the question of stamping then was left to be determined by the learned Arbitrator.

4. Learned counsel for the respondent submits that the Arbitrator may be appointed. However, the contentions regarding the limitation and arbitrable dispute may be left open.
5. Disputes having arisen between the parties, the petitioner invoked arbitration vide notice dated 07.11.2022.
6. Learned counsel appearing for the respondent, on instructions, submits that the answering respondent has no objection to the matter being referred to the Arbitral Tribunal comprising of a Sole Arbitrator.
7. In view of the submissions made, the present petition is referred to the India International Arbitration Centre (IIAC) and Mr. Shiv Singh Yadav, Advocate SCI, SCBA No. 255 Y, (Mobile No. 9310756750) may be appointed as an Arbitrator and the contentions of the respondent regarding limitation and the arbitrable dispute shall remain open.
8. Considering that both the parties have consented to the reference to the arbitral tribunal, the present petition is disposed of with the following directions:

- i) The disputes between the parties under the said agreement are



referred to the arbitral tribunal.

iii) The arbitration will be held under the aegis of the India International Arbitration Centre, Plot No.6, Institutional Area, Vasant Kunj, New Delhi-110070 (*hereinafter, referred to as the 'IIAC'*). The remuneration of the learned Arbitrator shall be in terms of Schedule IV of the A&C Act or as the parties may agree.

iv) The learned Arbitrator is requested to furnish a declaration in terms of Section 12 of the Act prior to entering into the reference.

v) It is made clear that all the rights and contentions of the parties, including as to the arbitrability of any of the claims, 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.

vi) The parties shall approach the learned arbitrator within two weeks from today.

9. In view of the above, the present petition stands disposed of.

DINESH KUMAR SHARMA, J

FEBRUARY 23, 2024/AR