



2024:DHC:5768



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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**+ **ARB.P. 265/2024****M/S AALOKIK ENTERPRISES PVT LTD**PetitionerThrough: **Mr. Shakti Verma, Advocate**

versus

M/S GYAN INTERNATIONAL PVT LTD**AND ORS**

.....Respondent

Through: **Mr.V.K. Sharma, Advocate****CORAM:****HON'BLE MR. JUSTICE C.HARI SHANKAR****ORDER (ORAL)****02.08.2024**

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1. Mr. V.K. Sharma, learned counsel for the respondent, raised a preliminary objection to all the four Directors of the Respondent company having been included as parties in these proceedings. Mr. Shakti Verma, learned counsel for the petitioner, submits that the respondent company has only been impleaded through its Directors.

2. I do not see why the Directors of the respondent company should be made parties. The respondent, therefore, is deemed to be M/s. Gyan International Pvt. Ltd., S-140, Greater Kailash-2, New Delhi-110048, and the individual directors would not be treated as parties to this petition.

3. The petition seeks reference of the disputes between the parties to arbitration. The disputes arise in the context of a lease agreement

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dated 19 December 2019 whereunder the petitioner had leased out certain premises to the respondent. According to Mr. Verma, the respondent illegally existed the premises, leaving them in a dilapidated condition, and is also liable to pay damages to the petitioner.

4. The claim of the petitioner against the respondent is in the region of ₹ 23 lakhs apart from interest.

5. The petitioner addressed a Section 21 notice to the respondent on 6 December 2023, seeking reference of the disputes to arbitration. No response having been received from the respondent, the petitioner has approached this Court under Section 11(6) of the Arbitration and Conciliation Act, 1996.

6. Mr. Sharma, learned counsel for the respondent, advanced, as his only objection, the inclusion of the directors of the respondent as parties to these proceedings.

7. As I have already indicated, the only party to the proceedings would be the company M/s. Gyan International Pvt. Ltd., as it is the company who is the signatory to the arbitration agreement. In view of the recent decision of the Supreme Court in *SBI General Insurance Co Ltd v. Krish Spinning*¹, all other issues would have to be relegated to the Arbitral Tribunal for decision.

¹ 2024 SCC OnLine SC 1754



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8. In that view of the matter, this Court appoints Ms. Nisha K. V. Narayanan, Adv. (Mob: 9810649995) as the Arbitrator to arbitrate on the disputes between the parties.

9. The fees of the learned Arbitrator would be fixed in consultation with the parties.

10. The learned Arbitrator is also requested to submit the requisite disclosure under Section 12(2) of the 1996 Act within a week of entering of reference.

11. Should the respondent seek to raise any counter-claim, it would be at liberty to do so in accordance with law.

12. This Court has not expressed any opinion on any aspect of the matter, whether preliminary or on merits. All aspects shall be open for agitation before the Arbitral Tribunal.

13. The petition stands disposed of in the aforesaid terms.

C.HARI SHANKAR, J

AUGUST 2, 2024/yg

Click here to check corrigendum, if any

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