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

+ **ARB.P. 284/2024**

BHASIN CAR PRIVATE LIMITD

THROUGH AUTHORISED REPRESENTATIVEPetitioner

Through: Mr Lokesh Bhola, Mr Aakash Bhatt
and Mr Prateek B, Advts.

versus

GIRNARSOFT AUTOMOBILES PRIVATE LIMITED

THROUGH AUTHORISED REPRESENTATIVERespondent

Through: Mr Rajeev Saxena, Ms Megha Saxena
and Ms Shreya Bhatnagar, Advts.

CORAM:

HON'BLE MR. JUSTICE JASMEET SINGH

ORDER

06.09.2024

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1. This is a petition filed under Section 11(6) of the Arbitration and Conciliation Act, 1996 seeking appointment of the Sole Arbitrator to adjudicate the disputes between the parties.
2. At the outset, it is stated that the mediation proceedings have failed.
3. In the present case the facts are that the petitioner and the respondent entered into a Registered Commercial Lease Deed/Agreement dated 26.08.2021 for a building located at Plot no. 31, comprising of approx. 23000 sq. ft. covered area, Major Laxmi Chand Road, Industrial Estate, Sector-18, Udyog Vihar-IV, Gurugram 122201, Haryana.
4. The arbitration clause is Clause 25 in the said Agreement which reads as under:

“25.DISPUTE RESOLUTION:

25.1. Except as otherwise specifically provided in this Lease



Agreement, the following provisions apply if any dispute or difference arises between the Parties in relation to this Lease Agreement (the “Dispute”).

25.2. A dispute will be deemed to arise when one Party serves on the other Party a written notice stating the nature of the Dispute (a “Notice of Dispute”).

25.3. The Parties hereto agree that they will use all reasonable efforts to resolve any Dispute/s between themselves through negotiations.

25.4. In case the negotiations set out in Clause 25.3 fail to resolve the Dispute within 30 (thirty) days of the receipt of the Notice of Dispute, the Dispute shall be resolved in accordance with the Arbitration and Reconciliation Act, 1996 and any amendments thereto.

25.5. All the arbitration proceedings shall be conducted in English and a daily transcript in English shall be prepared. The venue of arbitration shall be New Delhi, India and the decision of the arbitrator shall be final and binding on the parties.

25. 6. Governing Law and Jurisdiction: This Lease Agreement shall be governed by the laws of India. Subject to Dispute Resolution Clause, competent courts having jurisdiction over the place where Demised Premises is situated shall have exclusive jurisdiction in the event any disputes or differences arise in respect of or relating to this Lease Agreement.”

5. Since there were disputes between the parties, the petitioner invoked arbitration *vide* legal notice dated 29.09.2023.

6. Mr Saxena, learned counsel appears for the respondent and states that he has no objection to the petition being allowed.



7. For the said reasons, the petition is allowed. Since the parties are still having disputes between them, the following directions are issued:-

- i) Mr. S.N. Gupta, Advocate (Mob. No. 9810077343) 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 Delhi International Arbitration Centre (Administrative Cost and Arbitrator's Fees) Rules, 2018.
- 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/counter-claims and 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.

8. The petition is allowed and disposed of in the aforesaid terms.

JASMEET SINGH, J

SEPTEMBER 6, 2024/sr [Click here to check corrigendum, if any](#)