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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**
+ **ARB.P. 376/2023**
DR ROHIT GROVER AND ANR

..... Petitioner

Through: Mr. Harshit Aggarwal, Mr. Kamal
Kumar, Mr. Asheesh Gupta, Advs.

versus

JUBILANT FOOD WORKS PVT LTD AND ANR

..... Respondent

Through: Mr. Mayank Mahendru, Ms. Charu
Tandon, Mr. Raghav Tandon, Mr. Nikhil, Advs.

CORAM:
HON'BLE MR. JUSTICE JASMEET SINGH

ORDER

02.02.2024

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I.A. 6480/2023-EX.

1. Exemption is granted subject to all just exceptions.
2. The petitioner shall file legible and clearer copies of exempted documents, compliant with practice rules before the next date of hearing.
3. The application is disposed of.

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4. This is a petition seeking appointment of an Arbitrator in view of the Hire/Amenities Agreement dated 25.11.2011. Clause 18 of the Agreement reads as under:-

“18. DISPUTE RESOLUTION

a) The parties agree to make good all breaches of the terms and conditions of this Hire Agreement on either of



them (affected party) giving notice, in writing, of such breach to other party and the other party shall remedy such breach(es) within four weeks of the receipt of such notice and the parties shall make their best endeavor to solve all possible disputes, controversies, and such breaches and / or claims arising out there from or in connection with this Agreement amicably by way of negotiations with a view of a fair treatment by both parties towards one another.

b) In case of any dispute or difference arising out of or in relation to this hire Agreement, then the same shall be resolved and settled with the provision of the Arbitration and Conciliation Act 1996 or any statutory modification or re-enactments thereof. The place of Arbitration shall be New Delhi.

c) The parties to this Deed agree that the Court(s) in Delhi only shall have exclusive jurisdiction regarding any matter arising out of or related to this Agreement, subject always to the Arbitration Clause.”

5. The original Hire/Amenities Agreement was between the respondent Nos. 1 and 2.
6. The petitioner subsequently purchased the property and entered into a Supplementary Agreement dated 01.04.2014 executed between the petitioner and the respondent Nos. 1 and 2.
7. The arbitration agreement is Clause 20 of the Supplementary



Agreement which reads as under:-

“20. Any and all disputes, controversy or claim, relating to or arising out of this Supplementary Agreement shall be resolved and settled with the provision of the Arbitration and Conciliation Act 1996 or any statutory modification or re-enactments thereof. The place of Arbitration shall be New Delhi. Further, the Courts at Delhi alone shall have the exclusive jurisdiction to try all suits or proceedings, matters or things in connection with this Supplementary Agreement and that of Hire Agreement.”

8. Since there were disputes between the parties, the petitioner invoked arbitration vide legal notice dated 03.07.2021 which was duly responded to on 20.07.2021 by the respondent No.1 denying that there were any disputes between the parties.
9. Since the disputes are alleged by the petitioner and denied by the respondent No.1, this itself constitutes a dispute which is to be referred to arbitration in terms of Clause 20 of the supplementary agreement dated 01.04.2014. The claims and counter claims are also referred to arbitration.
10. For the said reasons, the petition is allowed. Since the parties are still having disputes between them, the following directions are issued:-
 - i) Ms. Namisha Jain, Adv. (Mob. No. 9999333748) 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.
11. The petition is allowed and disposed of in the aforesaid terms.
12. The notice dated 03.07.2021 and reply dated 20.07.2021 handed over in Court today are taken on record.

JASMEET SINGH, J

FEBRUARY 2, 2024 / (MS)

Click here to check corrigendum, if any