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

+ **ARB.P. 394/2024 & I.A. 6673/2024-EX.**

WAVE INFRATECH PVT LTD

.....Petitioner

Through: Mr. Rajiv K. Garg, Mr. Ashish Garg,
Mr. Shiven Banga, Advs.

versus

ALERT ENTERTAINMENT

.....Respondent

Through: Mr. Akshat Srivastava, Adv.

CORAM:

HON'BLE MR. JUSTICE JASMEET SINGH

ORDER

29.10.2024

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1. This is a petition filed under Section 11 of the Arbitration and Conciliation Act, 1996, seeking appointment of an Arbitrator for adjudication of disputes between the parties.
2. The petitioner is the owner of Wave Mall and let out an area of 3,800 sq ft Terrace Floor (fourth level) to the respondent. The parties executed a Maintenance Agreement dated 01.11.2017 as well as a Lease Deed dated 12.07.2018 which was duly registered.
3. Since the respondent failed to pay monthly rent/charges, including revenue sharing and/or CAM charges, electricity and water charges, and after termination of the Lease Deed, use and occupation charges/damages, the petitioner invoked Arbitration on 01.02.2024 by sending a legal notice.
4. Thereafter, the present petition was filed.
5. The respondent was directed to file a reply on 21.03.2024 and the parties were referred to mediation.



6. The mediation has failed but no reply has been filed by the respondent.

7. The Lease Deed contains the arbitration clause being clause 41.0 which reads as under:

“4.10 In the event of any dispute/difference(s) between the “LESSOR” and “LESSEE” in respect of any of the terms and or interpretation thereof or otherwise the same shall be referred to for adjudication to the sole arbitrator to be appointed by the Director of M/s Wave Infratech P. Ltd. The said arbitrator shall decide the issue(s) as per the Arbitration and Conciliation Act 1996, amended up to date. The venue of the arbitration for the convenience shall be the office of M/s Wave Infratech P. Ltd. at New Delhi.”

8. Mr. Srivastava, leaned counsel for the respondent seeks more time to file a reply. I am not inclined.

9. In view of the arbitration clause and in view of existence of disputes between the parties, the petition is allowed.

10. For the said reasons, the petition is allowed and the following directions are issued:-

- i) Ms. Kumud Singh (Advocate) (Mob. No. 9810396060) 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’).



- iii) The remuneration of the learned Arbitrator shall be in terms of DIAC (Administrative Cost and Arbitrators' Fees) Rules, 2018.
- 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 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.
- vi) The parties shall approach the learned Arbitrator within two weeks from today.

JASMEET SINGH, J

OCTOBER 29, 2024/sp

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