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

+ **ARB.P. 452/2024**

JUBILANT FOODWORKS LIMITED

.....Petitioner

Through: Mr. Mayank Mehandru, Ms. Charu
Tandon, Mr. Avinash Bhalla, Mr.
Nikhil Kharaliya, Mr. Raghav
Tandon, Ms. Liza Popli, Advs.

versus

GRS REALCON PRIVATE LIMITED & ANR.Respondents

Through: Mr. Gaurav Raj Grover, Adv.

CORAM:

HON'BLE MR. JUSTICE JASMEET SINGH

ORDER

14.08.2024

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1. This is a petition filed under Section 11 of the Arbitration and Conciliation Act, 1996 seeking appointment of a Sole Arbitrator to adjudicate the disputes between the parties arising out of registered Lease Deed dated 09.08.2012.
2. The brief facts of the case are that the Lease Deed was executed between the petitioner and the respondent for a period of 9 years. The petitioner also deposited the security deposit with the respondents for the property being Counter No. 14, 3rd Floor, Viva Collage Mall, Jalandhar Highway, Jalandhar, Punjab.
3. On 26.03.2016, an Amendment Deed was executed between the parties, followed by another Amendment Deed dated 03.01.2018.
4. On expiry of period of the Lease Deed, the petitioner issued vacation notice on 29.07.2020. When the petitioner approached to remove its assets



from the leased premises, the respondents did not permit the same.

5. The petitioner issued a Legal Notice dated 15.02.2022 and invoked arbitration vide Legal Notice dated 09.05.2023.

6. The arbitration clause is clause 9.2 of the Lease Deed, which reads as under:-

“9.2 In case of any dispute or difference arising out of or in relation to this Lease Deed, 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.”

7. Hence, the present petition.

8. Mr. Grover, learned counsel appears for the respondent and has no objection to the petition being allowed.

9. However, he states that since the amount is small, the parties may be referred to mediation.

10. For the said reasons, the petition is allowed and Delhi International Arbitration Centre (“DIAC”) is requested to appoint a Sole Arbitrator to adjudicate the disputes between the parties.

11. The claims/counter claims and all other objections of the parties are left open.

12. The Sole Arbitrator appointed by DIAC shall not enter reference for a period of 12 weeks so as to enable the parties to explore the possibility of a settlement before the DIAC.

13. List on 23.08.2024 at 04:00 pm before DIAC.

JASMEET SINGH, J

AUGUST 14, 2024/NG

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