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

+ ARB.P. 533/2023 & I.A. 9319/2023

M/S CHAMUNDA LABORATORIES AND PROJECTS PVT.

LTD.

..... Petitioner

Through: Mr. Rahul Sharma, Mr. Ashish
Dogra, Mr. Atharv Bhardwaj, Mr.
Ashish Kr. Sharma, Advocates.

versus

M/S BEYOND STAY PVT. LTD. & ANR. Respondents

Through: Mr. Ajay Choudhary, Advocate.

CORAM:

HON'BLE MR. JUSTICE PRATEEK JALAN

ORDER

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10.01.2024

1. The petitioner has filed this petition under Section 11 of the Arbitration & Conciliation Act, 1996 ["the Act"], for appointment of an arbitrator to adjudicate disputes between the parties under two agreements dated 23.04.2019 entitled "Hotel Management Agreement" ["HMA"] and "License Agreement" ["LA"].

2. Both agreements contain arbitration clauses (Clauses 14.5 of the HMA and 14.5 of the LA), which provide for arbitration by a sole arbitrator. Delhi has been designated as the venue of the arbitration. It has specifically been provided that in the absence of consensus over the appointment of an arbitrator, either party would be at liberty to apply to this Court for appointment.

3. The respondent has entered appearance through counsel and filed a reply. The principal objection taken in the reply is that the agreements are



unstamped or insufficiently stamped. For this purpose, the respondent has cited the Constitution Bench judgment of the Supreme Court in *NN Global Mercantile (P) Ltd. v Indo Unique Flame Ltd.* [(2023) 7 SCC 1] [*“NN Global”*], dated 25.04.2023. However, learned counsel for the respondent, concedes that this objection no longer survives as *N.N Global* has been overruled by a seven Judge Bench of the Supreme Court *vide* judgment dated 13.12.2023 in Curative Petition (C) No. 44/2023 and connected matters (*In Re: Interplay Between the Arbitration Agreements under the Arbitration and Conciliation Act, 1996 and the Indian Stamp Act, 1899*).

4. In view of the above, it is submitted that an arbitrator may be appointed to adjudicate the disputes between the parties under the aforesaid agreements, leaving all the questions open for adjudication by the learned arbitrator.

5. For the aforesaid reasons, the petition is allowed and the parties are referred to arbitration of Ms. Ruchi Sindhwani, Advocate (Tel No: 9811533510)

6. With the consent of learned counsel for the parties, it is directed that the arbitration will be conducted under the aegis of the aegis of Delhi International Arbitration Centre, Delhi High Court, Shershah Road, New Delhi [*“DIAC”*]. The proceedings will be governed by the Rules of DIAC, including as to remuneration of the learned Arbitrator.

7. The learned Arbitrator is requested to furnish a declaration under Section 12 of the Act, prior to entering upon the reference.

8. It is made clear this Court has not adjudicated the rights and contentions of the parties on maintainability or on merits, and all contentions are reserved for adjudication by the learned arbitrator.



9. The petition, alongwith pending application, stands disposed of in the aforesaid terms.

PRATEEK JALAN, J

JANUARY 10, 2024

“Bhupi”/