



2024:DHC:5637



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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**+ **ARB.P. 518/2024****PVR INOX LTD.**

.....Petitioner

Through: Mr. Sumit Gehlot, Mr. T.S.
Thakran and Mr. Rukon Vadhera, Advs.

versus

SHEETAL ANSAL & ORS.

.....Respondents

Through: Mr. Anand Mishra, Mr. Sachin
Midha and Mr. Aditya Vikram Bajpai, Advs.
for Respondents 1 and 3**CORAM:****HON'BLE MR. JUSTICE C. HARI SHANKAR****JUDGMENT(ORAL)**

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30.07.2024**ARB.P. 518/2024**

1. This petition under Section 11(6) of the Arbitration and Conciliation Act, 1996¹ seeks reference of the disputes between the parties to arbitration.

2. Learned Counsel for Respondents 1 and 3 has no objection to reference of the disputes to arbitration, but submits that Respondent 2 is not a party to the arbitration agreement and that, therefore, it may not be appropriate to refer Respondent 2 to arbitration at this juncture.

3. Mr. Gehlot, learned Counsel for the petitioner is agreeable to

Signature Not Verified¹ "the 1996 Act" hereinafterDigitally Signed By: ARB. P.518/2024
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the question of inclusion of Respondent 2 in the arbitral proceedings being left for agitation and discussion before the learned arbitrator.

4. A Maintenance Agreement dated 11 May 2018 was executed between the petitioner and Respondents 1 and 3. The agreement contains the following clause, which envisages resolution of dispute by arbitration:

“27. **Arbitration:** all disputes and differences, if any, arising between the Parties relating to any of the provisions of this Agreement, either during its term or upon expiration or termination, shall be settled by mutual accord within 30 days of the arising of such dispute, in the event, the Parties fail to resolve the disputes/differences within 30 days; such disputes/differences shall be settled through Arbitration to be conducted in terms of Arbitration & Conciliation Act, 1996 and/or any statutory modification or re-enactment thereof. Arbitration shall be conducted by the sole Arbitrator appointed by the Parties and the venue of the Arbitration proceedings shall be at New Delhi and language of Arbitration shall be in English. The expenses of the Arbitration proceedings shall be borne equally by the Parties or as may be decided by the Arbitrator. The Parties shall continue to fulfill their obligations under this Agreement pending the final resolution of the dispute and the Parties shall not have the right to suspend their obligations under this Agreement by virtue of any dispute being referred to arbitration.”

5. Disputes arose between the parties. As they could not be amicably resolved, the petitioner addressed a notice under Section 21 of the 1996 Act to Respondents 1, 2 and 3 on 21 February 2024. The claim of the petitioner against Respondents 1, 2 and 3 is only for refund of security deposit of ₹ 6 Lakhs.

6. Mr. Anand Mishra, learned Counsel for Respondents 1 and 3 submits that Respondents 1 and 3 may also have counter-claims in the matter to the tune of approximately ₹ 24 Lakhs.

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7. By a separate order passed today, this Court has referred another dispute between the petitioner and Respondent 1 to arbitration by Mr. Sumeet Pushkarna, Advocate (Tel: 9811042847). Inasmuch as the parties are same, the Court deems it appropriate to appoint the same arbitrator to arbitrate on the disputes in the present case. The fees of the arbitrator shall be determined by the arbitrator in consultation with the parties.

8. All questions of law and facts are left open. Respondents 1 and 3 are at liberty to urge all legal submissions before the arbitrator as well as urge any counter-claims that they may choose to raise in accordance with law.

9. For the present, the arbitration shall be between the petitioner and Respondents 1 and 3. The question of inclusion of Respondent 2 in the arbitral proceedings is left open to be agitated and decided by the arbitrator.

10. The arbitrator is requested to file the requisite disclosure under Section 12(2) of the 1996 Act within a week of entering on reference.

11. The petition is disposed of in the aforesaid terms.

C.HARI SHANKAR, J

JULY 30, 2024

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Click here to check corrigendum, if any

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