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

+ **ARB.P. 549/2024**

HUAWEI TELECOMMUNICATIONS (INDIA) CO. PVT. LTD.

.....Petitioner

Through: Mr. Gunjan Kumar, Ms. Arya Sinha,
Mr. Akshay Sahay, Advocates

versus

MR. ANANTHALINGAM RAJAMUTURespondent

Through: Mr. Rahat Bansal, Advocate.

CORAM:

HON'BLE MR. JUSTICE SUBRAMONIUM PRASAD

ORDER

23.10.2024

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1. The present petition has been filed under Section 11(6) of the Arbitration and Conciliation Act, 1996 by the Petitioner seeking appointment of an Arbitrator to adjudicate upon the disputes which have arisen between the parties under the Lease Agreement dated 19.10.2016 entered into between the parties.

2. It is stated by the learned Counsel appearing for the parties that the mediation has failed between the parties.

3. Article 15 of the Lease Agreement dated 19.10.2016, which is an arbitration clause, reads as under:

“ARTICLE 15

ARBITRATION



15.1 All disputes, differences or disagreements arising out of, in connection with or in relation to this Lease Deed including its interpretation, performance or termination, in the first instance shall be settled through mutual discussions between the officials of the Lessor and the Lessee.

15.2 If no settlement can be reached through mutual discussion and negotiations between the officials of the Lessor and Lessee mentioned above within 30 days, then all such disputes, differences or disagreements shall be finally decided by arbitration to be held in accordance with the provisions of the Arbitration and Conciliation Act, 1996.

15.3 The venue of arbitration shall be New Delhi or such other place as may be mutually agreed between the Parties in writing and the language of arbitration shall be English.

15.4 The decision of the arbitrator will be final and binding on the Parties. During the pendency of any dispute under arbitration proceedings, the Parties shall continue to exercise their remaining respective rights and fulfill their remaining obligations under the Lease Deed.”

4. Material on record indicates that a notice invoking arbitration under Section 21 of the Arbitration and Conciliation Act, 1996 was sent by the Petitioner to the Respondent on 31.10.2014 and the Petitioner nominated Mr. Pratap Shankar as the Sole Arbitrator. It is stated that vide reply dated 04.03.2024, the Respondent abstained itself from consenting to such an appointment and therefore, the Petitioner has approached this Court by filing the present petition seeking appointment of an Arbitrator.

5. In view of the fact that disputes have arisen between the parties and



there is an arbitration clause in the Lease Agreement dated 19.10.2016, this Court is inclined to refer the matter to Delhi International Arbitration Centre (DIAC).

6. Accordingly, the Delhi International Arbitration Centre (DIAC) is requested to appoint an Arbitrator to adjudicate upon the disputes between the Parties.

7. The arbitration would take place under the aegis of the Delhi International Arbitration Centre (DIAC) and would abide by its rules and regulations. The learned Arbitrator shall be entitled to fees as per the Schedule of Fees maintained by the DIAC.

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

9. All rights and contentions of the parties in relation to the claims/counter-claims are kept open, to be decided by the learned Arbitrator on their merits, in accordance with law.

10. Needless to say, nothing in this order shall be construed as an expression of this Court on the merits of the contentions of the parties.

11. The present petition stands disposed of in the above terms along with pending application(s), if any.

SUBRAMONIUM PRASAD, J

OCTOBER 23, 2024

S. Zakir