



2024:DHC:6236



\$~10

* **IN THE HIGH COURT OF DELHI AT NEW DELHI**+ **ARB.P. 587/2024****SHRI INDERJIT WALIA & ANR.**Petitioners

Through: Mr. Sonal Anand, Mr. Aayush Sai and Ms. Surbhi Singh, Advs.

versus

DR. AMITABH PARTI & ANR.RespondentsThrough: Mr. Krishna Raj and Mr Kuldeep Yadav, Advs. for R-1
Mr. Ankur Mahindru and Mr. Ankush Satija, Advs. for R-2**CORAM:****HON'BLE MR. JUSTICE C. HARI SHANKAR****ORDER (ORAL)**

%

16.08.2024

1. At the outset, it has been brought to the notice of this Court that the suit, to which the order dated 31 July 2024 makes reference, has since been withdrawn by the petitioner.

2. Mr. Ankur Mahindru, learned Counsel for Respondent 2, on instructions, is agreeable to the dispute being referred to arbitration, leaving all questions open to be urged in the arbitral proceedings.

3. The dispute between the parties arises in the context of a lease deed dated 10 March 2022, executed between the petitioner and Respondent 1. The lease deed contains the following clause, envisaging resolution of dispute by arbitration:



2024:DHC:6236



“16 JURISDICTION

Any dispute or difference arising out of the interpretation or implementation of the terms of this Lease Deed shall be resolved by arbitration through a sole arbitrator to be appointed by the LESSORS and the provisions of the Arbitration and Conciliation Act 1996 shall govern such proceedings. The venue of such proceedings shall be New Delhi. The competent courts at New Delhi shall have jurisdiction on all matters arising out of or in connection with this Lease Deed.”

4. The present petition has been filed on the basis of the liberty granted by para 4 of the order dated 12 March 2024 passed in Arb. P. 140/2024 (*Inderjit Walia & Anr. v. Dr. Amitabh Parti & Anr.*), which reads thus:

“4. The respondents shall have a right to respond to the same within 30 days. The petitioner shall be at liberty to file a petition under Section 11 of the Arbitration and Conciliation Act, 1966 after the expiry of 30 days in accordance with the law. The petitioner shall also serve the respondent with a communication nominating its arbitrator within a week.

5. Learned Counsel for Respondent 1 seeks that the seat of arbitration may be fixed at Gurgaon. He submits that there was an oral understanding with this agreement between the petitioner and Respondent 1.

6. Learned Counsel for the petitioner seriously refutes this contention. In any event, no evidence of any such oral understanding is forthcoming on the record.

7. As the parties have not been able to arrive at any agreement regarding arbitration, this Court appoints Mr. Shyam Kumar Tandon,



2024:DHC:6236



ADSJ (Retd.) (Mob: 9811719888) as the arbitrator to arbitrate on the dispute between the parties.

8. The arbitrator shall be entitled to charge fees as per the Fourth schedule of the 1996 Act.

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

10. All questions of fact and law are left open to be agitated before the learned Arbitral Tribunal by all parties.

11. It shall be open to the petitioner as well as to both the respondents to raise all questions of facts and law before the learned Arbitral Tribunal.

12. The petition stands allowed in the aforesaid terms.

C. HARI SHANKAR, J.

AUGUST 16, 2024

dsn

Click here to check corrigendum, if any