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

+ **ARB.P. 666/2024**

ANITA KUMARI AND ANRPetitioners
Through: **Dr. Ankit Gupta, Advocate.**

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SAGAR ANANDRespondent

Through: **None.**

CORAM:

HON'BLE MR. JUSTICE PRATEEK JALAN

ORDER

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23.09.2024

1. By way of this petition, under Section 11 of the Arbitration and Conciliation Act, 1996 [“the Act”], the petitioner seeks appointment of an arbitrator to adjudicate disputes between the parties under two rent agreements both dated 31.03.2023 [“the Agreements”]. Dr. Ankit Gupta, learned counsel for the petitioners, submits that both Agreements are in respect of the second floor of adjoining properties which are, in fact, constructed together. They are between the same parties and were entered into at the same time.

2. Both the Agreements contain arbitration clauses [clause 25], which *inter alia* provide that Courts in Delhi will have jurisdiction.

3. Disputes having arisen between the parties with regard to non-payment of rent and possession of the properties, the petitioner invoked the arbitration clause by a letter dated 30.03.2024. However, the letter did not elicit a response from the respondent. The petitioner has therefore approached this Court under Section 11 of the Act.



4. Notice was issued in this petition on 17.05.2024, and the order of the learned Joint Registrar dated 13.08.2024 records that notice has been validly served upon the respondent. The learned Joint Registrar, by an order dated 10.09.2024, has also closed the right of the respondent to file a reply.

5. At the stage of proceedings under Section 11 of the Act, the Court is only required to examine the *prima facie* existence of an arbitration agreement and all disputed questions are to be left open for consideration of the arbitral tribunal. Having regard to clause 25 in the Agreements referred to above, I am satisfied *prima facie* that there exists an arbitration agreement between the parties. The respondent has also not entered appearance to controvert these submissions.

6. The petition is therefore allowed, and the disputes under the two agreements dated 21.03.2023, are referred to arbitration under the aegis of Delhi International Arbitration Centre [“DIAC”]. The proceedings will be governed by the Rules of DIAC, including as to remuneration of the learned Arbitrator. DIAC is requested to nominate an arbitrator from its panel.

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

8. As the respondent has not entered appearance in these proceedings, it is made clear that the respondent is to be served afresh, in accordance with DIAC Rules, in the arbitration proceedings.

9. The petition stands disposed of with the aforesaid directions.

PRATEEK JALAN, J

SEPTEMBER 23, 2024/‘pv’/