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

+ **ARB.P. 687/2024**

RAJAN GUPTA

.....Petitioner

Through: Mr. Lalit Gupta, Ms. Neha Bansal
and Mr. Priyansh Jain, Advocates.

versus

M/S CAFE MOON STAR PVT. LTD.

.....Respondent

Through: Ms. Aanchal Budhraj, Advocate
(D/4191/2014) M- 9654554644

CORAM:

HON'BLE MR. JUSTICE PRATEEK JALAN

ORDER

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01.08.2024

1. The petitioner has filed this petition, under Section 11 of the Arbitration and Conciliation Act, 1996 ["the Act"], seeking appointment of an arbitrator to adjudicate disputes between the parties under a Lease Deed dated 14.01.2019 ["the Deed"].
2. The Deed has a dispute resolution clause which provides for resolution of disputes by a sole arbitrator. Delhi has been designated as the venue of arbitration.
3. Disputes having arisen between the parties, the petitioner invoked arbitration by a letter dated 28.02.2024, to which the respondent replied, through counsel, on 23.03.2024. As parties were unable to achieve consensus on the appointment of the arbitrator, the matter has come before this Court.
4. Ms. Aanchal Budhraj, learned counsel for the respondent, enters

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appearance, and submits that the existence of the arbitration clause is undisputed, but the respondent has several defences on maintainability and merits of the claims.

5. Having regard to the fact that the scope of enquiry at the pre-referral stage is limited to *prima facie* determination as to the existence of the arbitration clause, I am of the view that it is appropriate to refer the parties to arbitration, leaving all questions open for adjudication by the learned Arbitrator.

6. The petition is, therefore, allowed and disputes between the parties under the Lease Deed dated 14.01.2019 are referred to arbitration of Mr. L.K. Gaur, former District Judge [Tel: 8800881765]. The arbitration will be held under the aegis of Delhi International Arbitration Centre, Delhi High Court, Shershah Road, New Delhi-110503 [“DIAC”], and will be governed by the Rules of DIAC, including as to the 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. All questions of maintainability and merits are left open for adjudication by the learned Arbitrator.

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

PRATEEK JALAN, J

AUGUST 1, 2024
SS/