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

+ **ARB.P. 694/2024 & I.A. 29751/2024**

KANCHAN DHALL

.....Petitioner

Through: **Mr. Sahil Kakkar , Advocate**

versus

JAY NARAYAN

.....Respondent

Through: **Ms. Sumati Sharma & Mr.
Himanshu Vij, Advocates [Enrol
No. D/941/2010, D/2907/2012]
[M:-8076435707]**

CORAM:

HON'BLE MR. JUSTICE PRATEEK JALAN

ORDER

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13.09.2024

1. The petitioner has approached this Court under Section 11 of the Arbitration and Conciliation Act, 1996 ["the Act"], for appointment of an arbitrator to adjudicate disputes between the parties under an agreement dated 30.08.2018 entitled "RENT AGREEMENT" ["the Agreement"]. By the said Agreement, the petitioner leased an immovable property to the respondent. The petitioner's claims arise out of alleged unpaid rent and for possession of the said property.

2. The Agreement contains an arbitration clause [clause 15], which reads as follows:-

"15. That any dispute or difference arising amongst of the said premises, the same shall be referred to sole arbitrator Delhi Jurisdiction whose decision shall be final and binding upon both the parties."

3. Disputes having arisen between the parties, the petitioner invoked arbitration by a communication dated 28.01.2022. As no response was received, she appointed an arbitrator who passed an *ex-parte* award dated



03.09.2022. However, in proceedings for enforcement of the award, the executing Court declined the enforcement on the ground that an award rendered by a unilaterally appointed arbitrator is *non-est*. For this purpose, the executing Court relied upon the judgment of the Supreme Court in *Perkins Eastman Architects DPC & Anr. vs. HSCC (India) Limited* [(2020) 20 SCC 760].

4. The petitioner has, therefore, approached this Court for appointment of an independent arbitrator to adjudicate the disputes between the parties.

5. Ms. Sumati Sharma, learned counsel, has entered appearance on behalf of the respondent pursuant to notice issued on 20.05.2024. She submits that the existence of an arbitration clause is undisputed, but the respondent would like to make an attempt to settle the disputes through mediation. Mr. Sahil Kakkar, learned counsel for the petitioner, is also agreeable to such an attempt.

6. In view of the above, and with the consent of learned counsel for the parties, the petition is disposed of with the following directions:-

- a. The parties are referred to mediation under the aegis of Samadhan, Delhi High Court Mediation and Conciliation Centre, Shershah Road, New Delhi-110503. The parties will appear before the learned Mediator on 23.09.2024.
- b. In the event the mediation proceedings are unsuccessful, the disputes between the parties will be adjudicated by arbitration under the aegis of Delhi International Arbitration Centre, Delhi High Court, Shershah Road, New Delhi ["DIAC"]. DIAC is requested to nominate an Arbitrator from its panel.



- c. The arbitration proceedings will be governed by the Rules of DIAC, including as to remuneration of the learned Arbitrator.
 - d. The learned Arbitrator is requested to furnish a declaration under Section 12 of the Act, prior to entering upon the reference.
 - e. DIAC is requested to defer the arbitral proceedings until 01.11.2024, to enable the parties to resolve their disputes through mediation. The learned Arbitrator is requested to enter into reference after 01.11.2024, upon request of either party.
7. The petition, alongwith pending applications, stands disposed of with these directions.

PRATEEK JALAN, J

SEPTEMBER 13, 2024

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