



2024:DHC:6772



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IN THE HIGH COURT OF DELHI AT NEW DELHI

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ARB.P. 697/2024

ATMA RAM PROPERTIES PVT. LTD

.....Petitioner

Through: Mr. Amit Sethi and Ms.
Ekadhana Sethi, Advs.

versus

THE POST OFFICE AND ORS.

.....Respondents

Through: Mr. Bhagvan Swarup Shukla,
CGSC with Mr. Rahul Kumar, GP**CORAM:****HON'BLE MR. JUSTICE C. HARI SHANKAR****ORDER (ORAL)****02.09.2024**

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1. This is a petition under Section 11(6) of the Arbitration and Conciliation Act, 1996¹, seeking reference of the dispute between the parties to arbitration.

2. The dispute arises in the context of a Lease deed dated 5 November 2019, executed between the petitioner and Respondent 1. The Lease deed envisages resolution of the disputes by arbitration and the relevant clause in that regard reads thus:

“15. Should any dispute of difference arise out concerning the subject matter of these presents of any covenant clause or thing herein contained or otherwise arising out this lease, the same shall be referred to an Arbitrator to be appointed by the Government of India and the decision of such Arbitrator shall be conclusive and binding on the parties here to. The provisions of the Arbitration act, 1940 or any statutory modifications thereof for the time being in force shall apply to such arbitration.”

¹ “the 1996 Act”, hereinafter



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3. The petitioner addressed a notice to the respondent under Section 21 of the 1996 Act on 2 March 2024 seeking reference to the disputes between the parties to arbitration.

4. The only contention raised by the learned Counsel for the respondents is that the lease between the parties has not been terminated. The contention pertains to the merits of the dispute, and cannot be examined by this Court under Section 11(6) of the 1996 Act, given the recent decision of the Supreme Court in ***SBI General Insurance Co Ltd v Krish Spinning***².

5. Mr. Shukla, learned Counsel appearing for the respondents submits that there is no arbitrable dispute between the parties.

6. This cannot be seen by the Court under Section 11(6) in view of the recent decision in ***SBI General Insurance Co Ltd***.

7. The parties are at liberty, however, to raise the said issue before the arbitral tribunal.

8. Accordingly, this court appoints Mr. Biju P. Raman, Advocate (Tel: 9910527653) as the arbitrator to arbitrate on the dispute between the parties.

9. The learned arbitrator shall be entitled to charge fees as per the

² 2024 SCC OnLine SC 1754



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Fourth schedule of the 1996 Act.

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

11. The petition stands allowed in the aforesaid terms.

C.HARI SHANKAR, J

SEPTEMBER 2, 2024/aky

Click here to check corrigendum, if any