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

+ **ARB.P. 712/2024**

VANDANA KADYAN & ANR.

.....Petitioner

Through: Mr. Lokesh Bhola and Mr. Abhishek
Singh Chauhan, Advs.

versus

GREATWOOD BRICKS PRIVATE LIMITED

.....Respondent

Through:

CORAM:

HON'BLE MR. JUSTICE JASMEET SINGH

ORDER

12.07.2024

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1. This is a petition filed under section 11(6) of the Arbitration and Conciliation Act, 1996 seeking appointment of the Sole Arbitrator to adjudicate the disputes between the parties arising out of the Lease Agreement dated 06.06.2018.

2. The petitioners are the owners of agricultural land consisting of Khewat No. 74min/69 Khata No.182 R.No.21, K. No. 16(8-0), land measuring 8 Kanal 0 Marla and Khewat No. 75min/70 Khata No. 184 R.No. 21, K.No. 17(8-0) 23(8-0) 24(8-0) 25(8-0) R.No. 22, K. No. 19/2(2-0) 20(8-0) 21(8-0) 22(7--4) R.No. 27, K. No. 1/1(4-0) 2/1(3-12) R.No. 28, K. No. 3/1(4-0) 4/1(4-0) 5/1(4-0) and Khata No. 194, R.No. 21, K. No. 18/1(2-0) land measuring 78 Kanal 16 Marla total land measuring 86 Kanal 16 Marla situated at Village Ashdpur Kheda; Tehsil & District Jajjhar, Haryana (hereinafter referred to as "demised land").

3. The respondent through its Authorized Representative Mr. Rajeev Paliwal, approached the father of the Petitioners i.e. Mr. Sukhbir Singh, the erstwhile owner of the Demised Land, for taking on lease the demised land



for the purpose of carrying on the business of manufacturing and storage of mechanized bricks.

4. The parties entered into a Lease Agreement dated 06.06.2018. The said agreement was extended for a period of seven years till 07.06.2026. As per Clause 1.1.3 of the said Lease Agreement there was a Lockin-Period of 5 years from the captioned date. Thus, the Lock-in-Period was till 07.06.2024, after which the either Party had the right to terminate the Lease Deed by giving 6 months prior termination notice.

5. The arbitration clause is Clause 6.1 of the Lease Agreement which reads as under:-

“6.1 The formation, Validity, interpretation and implementation of this Agreement shall be governed by the laws of India. The Courts at New Delhi alone to the exclusion of all other Courts shall have exclusive jurisdiction over all the disputes arising out of or in connection with this Agreement. It is agreed between the parties that in the event of any dispute, the same shall be resolved by Arbitration and Negotiation and the said arbitration proceedings shall be conducted in terms of Arbitration and Conciliation Act, 1996 as amended from time to time. The number of arbitrator shall be One. The decision of the Arbitration Tribunal in the said regard shall be. final and binding on the parties herein. The seat of the Arbitration Tribunal shall be Gurgoan or any other place as may be agreed between the parties. The cost of arbitration shall be borne equally by the all Parties.”

6. From June, 2023, the respondent stopped making the payment of rent and aggrieved by this, the petitioner invoked the arbitration clause vide Legal Notice dated 29.02.2024. Hence the present petition.

7. On 21.05.2024, the notice was issued to the respondent.



8. Mr. Bhola, learned counsel for the petitioner has drawn my attention to the MCA data of the respondent to show that the e-mail id of the respondent as “office@castrehan.com”.

9. In addition, he also draws my attention to the Reply dated 27.12.2023 to the demand notice of the petitioner which has been sent from kuku91@hotmail.com.

10. The service report shows that the notice of this petition has been served at both the emails.

11. I am of the view that the respondents have been served and have chosen not to appear.

12. For the said reasons, the petition is allowed. Since the parties are still having disputes between them, the following directions are issued:-

- i. Mr. Tarun Diwan, Advocate (Mob. No. 9811882666, 9999779373) is appointed as a Sole Arbitrator to adjudicate the disputes between the parties.
- ii. The arbitration will be held under the aegis of the Delhi International Arbitration Centre, Delhi High Court, Sher Shah Road, New Delhi hereinafter, referred to as the ‘DIAC’). The remuneration of the learned Arbitrator shall be in terms of the Fourth Schedule of the Arbitration & Conciliation Act, 1996.
- iii. The learned Arbitrator is requested to furnish a declaration in terms of Section 12 of the Act prior to entering into the reference.
- iv. It is made clear that all the rights and contentions of the parties, including as to the arbitrability of any of the claim,



any other preliminary objection, as well as claims on merits of the dispute of either of the parties, are left open for adjudication by the learned arbitrator.

- v. The parties shall approach the learned Arbitrator within two weeks from today.
- 13. The petition is allowed and disposed of in the aforesaid terms.

JASMEET SINGH, J

JULY 12, 2024 / NG

Click here to check corrigendum, if any