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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**
+ **ARB.P. 713/2024**

M/S ALLIED FINANCE PVT. LTD.

.....Petitioner

Through: Mr. Vierat K Anand, Mr. Kumar
Shashank, Mr. Harish Nadda, Mr. V.
Singh and Ms. Deepanwita
Chakraborty, Advocates. (Through
VC)

versus

M/S APOLLO MED SKILLS LTD

.....Respondent

Through: Mr. Surbhi Sharma & Mr. Ansh Veer
Singh Nalwa, Advocates.

CORAM:

HON'BLE MR. JUSTICE JASMEET SINGH

ORDER

22.08.2024

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1. This is a petition under Section 11(6) of the Arbitration & Conciliation Act, 1996 seeking appointment of an Arbitrator to adjudicate the disputes between the parties.
2. A Lease Deed dated 12.05.2017 was executed between the petitioner and the respondent for a period of 9 years with 3 years lock-in period in respect of the plot bearing No. B-II/65, Mohan Co-operative Industrial Estate, Badarpur, New Delhi.
3. Since there was default in payment of the rent, the petitioner terminated the lease, and invoked arbitration vide legal notice dated 12.07.2023.
4. Thereafter, the present petition has been filed.
5. The arbitration clause is contained as Clause 13(xiii) of the Lease Deed dated 12.05.2017, and reads as under:-



“The disputes or differences between THE LESSOR and THE LESSEE pertaining to performance or breach of the terms and conditions of this Agreement shall be settled amicably within 15 days through consultation between the Parties. Thereafter, if the Parties have failed to reach an amicable settlement on the disputes or differences in respect of performance or breach of this Agreement, such disputes or differences shall be submitted to Arbitration for final adjudication. Arbitration proceedings shall be conducted by a Sole Arbitrator who shall be appointed by THE LESSOR. Such arbitration shall be In accordance with the Arbitration and Conciliation Act, 1996 ("Arbitration Act") and the rules made there under and/or any amendments thereof. The decision of the Arbitrator shall be final and binding upon the Parties.”

6. Mr. Sharma has filed a reply and the only objection is with regard to the arbitrator nominated by the petitioner. Ms. Deepanwita Chakraborty has no objection if an arbitrator is appointed by the Court.

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

- i. Ms. Prabhsahay Kaur, Advocate (Mob. No. 9810158581) 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/counter-claims and 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.
8. The petition is allowed and disposed of in the aforesaid terms.

JASMEET SINGH, J

AUGUST 22, 2024/NI

Click here to check corrigendum, if any