



\$~6

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

+ **ARB.P. 741/2024**

MOHINDER SINGH AND COMPANYPetitioner

Through: Mr. Zubin John, Adv.

versus

PRATEEK MADHANRespondent

Through: Mr. Arav Pandit, Adv.

CORAM:

HON'BLE MR. JUSTICE JASMEET SINGH

ORDER

04.10.2024

%

1. This is a petition seeking appointment of an Arbitrator for adjudicating the disputes between the parties.
2. The facts are that the petitioner let out the suit premises being a double storied farm house constructed on Farm Plot Khasra No. 1841/1-2/1843/3, Village Chattarpur, Mehrauli, New Delhi -110030, also known as "The Grove Farm", Farm No. 13, South Drive, DLF Chattarpur Farms, Mehrauli, New Delhi- 110030 to the respondent tenant *vide* Lease Agreement dated 01.04.2021.
3. The lease expired on 31.03.2022 and the respondent was permitted to occupy the premises as month to month tenant from 01.04.2022.
4. Since the respondent defaulted in payment of rent, disputes arose between the parties.
5. The Lease Agreement contains arbitration clause being clause No. 13.1 which reads as under:



“13.1 All disputes, controversies or differences which may arise between the Parties out of or in relation to or in connection with this Lease Agreement, the interpretation thereof, or its breach which have not been resolved between the Parties by mutual discussion shall be referred to binding arbitration, with the procedural and substantive law of such arbitration governed by the Arbitration and Conciliation Act, 1996.”

6. The petitioner filed a civil suit seeking recovery of possession, arrears of rent and *mesne* profit, which was disposed of on 27.03.2024 permitting the petitioner to invoke the arbitration clause.

7. On 15.04.2024, the petitioner invoked arbitration and thereafter filed the present petition.

8. Mr. Pandit, learned counsel appears for the respondent has no objection to the appointment of an Arbitrator.

9. For the said reasons, the petition is allowed and disposed of with the following directions:

- i) Dr. Amit Geoge, Adv. (Mob. No. 9910524364) 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’).
- iii) The remuneration of the learned Arbitrator shall be in terms of DIAC (Administrative Cost and Arbitrators’ Fees) Rules, 2018.
- iv) The learned Arbitrator is requested to furnish a declaration in terms of Section 12 of the Act prior to entering into the reference.
- v) 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.
- vi) The parties shall approach the learned Arbitrator within two weeks from today.
 - vii) The petitioner is at liberty to file Section 17 application seeking damages for unauthorized use and occupation.

JASMEET SINGH, J

OCTOBER 4, 2024/DM

Click here to check corrigendum, if any