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

+ **O.M.P.(I) (COMM.) 274/2023**

DECATHLON SPORTS INDIA PRIVATE LIMITED

..... Petitioner
Through: Mr. Saurav Agrawal, Mr. Debarshi
Dutta, Mr. Anand Raja, Mr. Shivam
Tiwari, Mr. Ajay Sharma, Mr. Mrinal,
Advs.

versus

**TIRUPATI BUILDINGS AND OFFICES PRIVATE LIMITED AND
ANR.**

..... Respondents
Through: Mr. Vijay Sanana, Mr. Kshitij
Chhbara, Mr. Chirag Verma, Advs.,
for R-1

**CORAM:
HON'BLE MR. JUSTICE DINESH KUMAR SHARMA**

**ORDER
16.02.2024**

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1. The present petition has been filed under Section 9 of the Arbitration and Conciliation Act, 1996 read with Delhi High Court Rules, 2018. However, during the course of the submissions, learned counsel for the respondent submits that since there is an agreement containing the arbitration clause and an arbitrable dispute has arisen between the parties, the matter may be referred to arbitration.
2. Learned counsel for the petitioner submits that respondent No.2 has duly been served and affidavit of service has also been filed. Learned counsel further submits that respondent No.2 has duly sent her consent and no objection as to appointment of the arbitrator.
3. Both the parties have consented that the present petition may be



converted into Section 11 of the Arbitration and Conciliation Act, 1996.

4. With the consent of the parties, the present petition may be converted into Section 11 of the Arbitration and Conciliation Act, 1996. The parties have entered into a lease deed dated 18.05.2018. Clause -23 of the lease deed dated 18.05.2018 contains the arbitration clause with the place of arbitration at New Delhi.
5. In these circumstances and with consent of both the parties, the matter is disposed with the following directions:
 - i) The disputes between the parties under the said agreement are referred to the arbitral tribunal.
 - ii) As agreed by both the counsels for the parties, Mr. B.B. Parsoon, (Mobile No.8558809906) Former Judge of Punjab and Haryana High Court is appointed as an Arbitrator to adjudicate the disputes between the parties.
 - iii) 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 fixed as per fee of the DIAC schedule.
 - 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 on 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.

6. Learned counsel for the petitioner submits that since the present petition has been converted into Section 11 of the Arbitration and Conciliation Act, 1996 the petition under Section 9 may be disposed of. Thus, the petition under Section 9 of the Arbitration and Conciliation Act, 1996 stands disposed of. However, the petitioner is at liberty to agitate the prayer-D before the learned arbitrator in accordance with the law, as pressed by learned counsel for the petitioner.

7. In view of the above, the present petition stands disposed of.

DINESH KUMAR SHARMA, J

FEBRUARY 16, 2024

Pallavi