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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**
+ **O.M.P.(I) (COMM.) 185/2024**
SMARTWORKS COWORKING SPACES PRIVATE LIMITED

.....Petitioner

Through: Mr. Ashok Mathur, Mr. Ankit Kohli,
Advs.

versus

TUTELAGE PROFEESIONALS PRIVATE LIMITED

.....Respondent

Through: Mr. Nikhil Ratti, Ms. Mallika Kamal,
Advs.
Mr. Kapoor, Adv.

CORAM:
HON'BLE MR. JUSTICE JASMEET SINGH

ORDER

20.09.2024

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1. This is a petition filed under Section 9 of the Arbitration and Conciliation Act, 1996 seeking petitioner to remove goods, fixtures, fittings lying in Office Space No.2, 6th Floor, admeasuring 17,800 sq. ft. in Commercial Plot No. 10, Community Centre, Block-B, Shalimar Bagh, New Delhi.
2. It is an admitted case that the petitioner had signed a Letter of Intent ("LoI") dated 06.05.2022 to take on lease the said office space.
3. Subsequently, the respondent purchased the property and the petitioner entered into a lease deed dated 12.06.2023 with the respondent for the said premises.
4. Pursuant to the Directorate of Enforcement (ED) proceedings against the respondent, the petitioner has vacated the leased premises.



5. The learned counsel appearing for the petitioner states that as of today, only permission may be granted to remove its fixtures and fittings as per the photographs annexed at page Nos. 83 to 91 and list annexed at page Nos. 92 to 97 of the paper book.
6. Mr. Kapoor, learned counsel for the respondent, on instructions, states that the respondent has no objection if the petitioner removes its fixtures and fittings installed in the demised premises in a civilized manner and without causing damage to the building premises.
7. For the said reasons, the petitioner is permitted to remove its fixtures and fittings as shown at pages 83 to 91 and mentioned in list annexed at page Nos. 92 to 97 of the paper book from 23.09.2024 to 28.09.2024, during working hours. The petitioner will ensure that no damage is caused to the leased premises.
8. The lease deed dated 12.06.2023 between the petitioner and the respondent contains an arbitration clause being clause XXVI which reads as under:-

“XXVI. SETTLEMENT AND ARBITRATION:

1. The parties hereto have agreed to amicably settle and/or resolve all disputes and differences arising out of these presents or otherwise concerning the Lease/Occupation/Use of the Premises amongst themselves; but in the event any dispute of whatsoever nature is incapable of being resolved amongst the parties hereto amicably then and in that event the parties have agreed to refer all disputes and differences including the construction scope or effect of any of the terms and conditions herein contained or otherwise concerning the



- Lease/Occupation/Use of the Premises and/or the determination of any right and/or liability and/or in any way touching or concerning these presents or otherwise concerning the Lease/Occupation/Use of the Premises to the sole Arbitration of an independent arbitrator to be appointed mutually by the Parties.*
2. *The Arbitration proceedings shall be under Arbitration and Conciliation Act, 1996 or any statutory modification or enactment thereto for the time being in force.*
3. *The Arbitrator shall have summary powers.*
4. *The Arbitrator shall be entitled to lay down his own procedure.*
5. *It will not be obligatory on the part of the Arbitrator to follow the principles of the Indian Evidence Act or the procedures laid down under the Civil Procedure Code unless enjoined on him by any statute of law for the time being in force.*
6. *The Arbitrator shall be entitled to give interim awards and directions, which shall be binding on the parties.”*
9. The parties jointly state that an Arbitrator be appointed to adjudicate claims/ counter-claims between the parties.
10. For the said reasons, the petition is allowed and the following directions are issued:-
- i) Mr. Virender Mehta, Advocate (Mob. No. 9811151865) 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, is left open for adjudication by the learned arbitrator.
 - vi) The parties shall approach the learned Arbitrator within two weeks from today.

JASMEET SINGH, J

SEPTEMBER 20, 2024 / (MS)

Click here to check corrigendum, if any