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

+ **ARB.P. 918/2023**

DR ER RAJAINDERR JAINA

..... Petitioner

Through: Mr. Kanishk Kharbanda, Mr.
Yashasvi Tandon, Mr. Parveen
Kumar, Advs.

versus

SH SATYA PRAKASH RAJPAL

..... Respondent

Through:

CORAM:

HON'BLE MR. JUSTICE JASMEET SINGH

ORDER

13.05.2024

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1. As per the earlier order, the respondent was required to be served through substituted service.
2. Mr. Kharbanda, learned counsel for the petitioner has handed over a copy of the newspaper Rashtriya Sahara dated 21.04.2024 having circulation in Delhi.
3. Despite service, there is nobody appearing on behalf of the respondent.
4. I am satisfied that the respondent is served by way of substituted service and has chosen not to appear.

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5. This is a petition seeking appointment of an arbitrator to adjudicate



the disputes between the parties.

6. The petitioner *vide* rent deed dated 06.07.2022, agreed to gave on rent property admeasuring about 1800 sq. ft. in the basement floor of Rajender Jaina Tower-III, on plot No. 10, New Sabzi Mandi, Azadpur, Delhi to the respondent at a monthly rent of ₹ 24,000/- per month with enhancement. It is also alleged that the respondent has trespassed into open area.

7. The petitioner on 17.02.2023 terminated the tenancy and sought mesne profit.

8. The clause 19 in the rent deed dated 06.07.2022 encapsulates the arbitration clause and reads as under:

“All the disputes and differences arising out of this agreement touching to its term or claim of any nature whatsoever shall be referred to the Sole Arbitrator, to be nominated by the owner herein and the decision/award of the said Arbitrator shall be final and binding upon the parties. The arbitrator shall not be under any obligation to give a reasoned award. All other provisions of the Indian Arbitration Act, 1996 shall apply and the arbitration proceeding shall taken place in Delhi, near the office of the first Party.”

9. The petitioner invoked arbitration *vide* legal notice dated 17.02.2023.

10. Hence the present petition.

11. In view of the aforesaid fact, I am inclined to allow the petition with the following directions:

- i) Mr. Akshay Chandra (Adv.) (Mob. No. 9910401230) 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.

JASMEET SINGH, J

MAY 13, 2024/DM

Click here to check corrigendum, if any