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

+ **ARB.P. 885/2024**

M/S EXPEDIENT HEALTHCARE MARKETING PVT LTD

.....Petitioner

Through: Mr. Atul Kharbanda, Mr. Kapil Sethi,
Mr. Neeraj, Advs.

versus

RAJAT WADHWA

.....Respondent

Through: Mr. Harsh Prabhakar, Mr. Gurpreet
Singh, Ms. Divya Kanwar, Advs.

CORAM:

HON'BLE MR. JUSTICE JASMEET SINGH

ORDER

23.09.2024

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1. This is a petition filed under Section 11(6) of the Arbitration and Conciliation Act, 1996 seeking appointment of the Sole Arbitrator to adjudicate the disputes between the parties.
2. The petitioner and the respondent entered into Lease Deed dated 04.02.2022 with respect to the 1st and 2nd floor of property bearing No. 517, Udgoy Vihar, Phase-3 Gurgaon.
3. The Lease Deed has an arbitration clause being Clause No. 21 (ii) which reads as under:-

“If no settlement can be reached through mutual discussion and negotiations between the officials of Lessor and Lessee within 30 days then all such disputes, differences or disagreements shall be finally decided by arbitration to be held in accordance with the provisions of the Arbitration and Conciliation Act, 1996 as amended from time to time. Any arbitration pursuant hereunder shall be a domestic arbitration under the Applicable Laws.”



4. As there were disputed between the parties, the petitioner invoked the arbitration *vide* Legal Notice dated 12.12.2023.

5. It is stated that the petitioner has already vacated the tenanted premises.

6. Mr. Prabhakar, learned counsel appears for the respondent and states that he has no objection to the appointment of the Sole Arbitrator. However, he states that an effort can be made to resolve the disputes between the parties.

7. For the said reasons, the petition is allowed and the following directions are issued:-

- i. Mr. S.M. Aggarwal, Additional District Judge (Retd.) (Mob. No. 9891983608) 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.

8. It is also directed that the learned Sole Arbitrator shall not enter reference for a period of 12 weeks from today as the matter is referred to Delhi High Court Mediation and Conciliation Centre to explore the possibility of a settlement.

9. List on 04.10.2024 at 03:30 before Delhi High Court Mediation and Conciliation Centre.

10. In case the matter is not settled, the learned Sole Arbitrator will enter reference only after 12 weeks from today.

11. With these directions, the petition is disposed of.

JASMEET SINGH, J

SEPTEMBER 23, 2024/NG