



\$~12 to 16

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

+ ARB.P. 907/2024 & I.A. 32194/2024

RAJINDER KHANNA@ RAJINDER PAL KHANNA
AND ORSPetitioners

versus

HARSH SEHGALRespondent

+ ARB.P. 908/2024 & I.A. 32195/2024

RAJINDER KHANNA@ RAJINDER PAL KHANNA
AND ORSPetitioners

versus

DINESH SEHGALRespondent

+ ARB.P. 909/2024 & I.A. 32196/2024

RAJINDER KHANNA@ RAJINDER PAL KHANNA
AND ORSPetitioners

versus

HARSH SEHGALRespondent

+ ARB.P. 910/2024 & I.A. 32197/2024

RAJINDER KHANNA@ RAJINDER PAL KHANNA
AND ORSPetitioners

versus

DINESH SEHGALRespondent

+ ARB.P. 911/2024 & I.A. 32198/2024

RAJINDER KHANNA@ RAJINDER PAL KHANNA



AND ORS

.....Petitioners

versus

DINESH SEHGAL

.....Respondent

Appearance:

Mr. Pramod Jalan, Advocate for the petitioners.

Mr. Apporv Agarwal and Ms. Akshita Singh, Advocates for the respondent.

CORAM:

HON'BLE MR. JUSTICE PRATEEK JALAN

ORDER

04.07.2024

%

1. These petitions, under Section 11 of the Arbitration and Conciliation Act, 1996 [“the Act”], have been filed for adjudication of disputes arising under Lease Deeds dated 14.08.1998 and 09.03.2000. The petitioners are common, and the respondents are husband and wife.
2. The Lease Deeds contain arbitration clauses, which provide for resolution of disputes by a sole arbitrator. Certain other disputes between the same parties have been referred to arbitration of Hon’ble Mr. Justice Pradeep Nandrajog, former Chief Justice of Rajasthan and Bombay High Courts, by an order of this Court dated 20.12.2023 in ARB.P. 260/2023 and ARB.P. 261/2023.
3. Ms. Akshita Singh, learned counsel, appears on behalf of the respondents in all the petitions and states that the respondents have no objection to reference of the disputes to arbitration and to appointment of the same learned Arbitrator, as sought by the petitioner.
4. Having regard to the above, and with the consent of learned



counsel for the parties, the disputes under Lease Deeds dated 14.08.1998 and 09.03.2000 are referred to arbitration of Hon'ble Mr. Justice Pradeep Nandrajog. As directed in the order dated 20.12.2023, in these cases also, the remuneration of the learned Arbitrator shall be computed in accordance with the Fourth Schedule of the Arbitration and Conciliation Act, 1996, or as may otherwise be agreed between the parties and the learned Arbitrator, in accordance with the judgment of the Supreme Court in *Oil and Natural Gas Corporation Ltd. v. Afcons Gunanusa JV*, (2024) 4 SCC 481.

5. It is made clear that the proceedings under each of the agreements is to be treated as a separate proceeding for all purposes, although it is for the learned Arbitrator to decide as to whether the proceedings should be heard jointly or separately.

6. The parties may raise their claims and counter-claims before the learned Arbitrator. All issues are left open to be adjudicated by the learned Arbitrator.

7. The petitions, alongwith pending applications, are disposed of.

PRATEEK JALAN, J

JULY 4, 2024

SS/