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

+ **ARB.P. 916/2024**

PVR INOX LTD.

.....Petitioner

Through: Mr. Sumit Gehlot, Mr. T. S. Thakran,
Ms. Manju Gehlot, Mr. R. Vadhwa,
Advs.

versus

OCUS SKYSCRAPERS REALTY PVT. LTD. & ANR.

.....Respondent

Through: Mr. Lokesh Bhola, Mr. Abhishek
Singh Chauhan, 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.
2. The petitioner and the respondents entered into a Lease Deed dated 04.08.2022 to operate '4 screen, Multiplex Cinema Theatre' on 2nd and 3rd floor of complex called "Ocus-24K."
3. The Lease Deed has an arbitration clause being Clause No. 21 (h) which reads as under:-

"All dispute or difference arising between the Parties touching or concerning this Deed or the construction or meaning or effect thereof or any clause herein contained or as to the rights and liabilities of the parties under this Deed or otherwise touching the subject matter of this Deed or the implementation thereof



shall be referred to arbitration by sole arbitrator to be appointed by the Parties mutually. The arbitration shall be In accordance with Arbitration and Conciliation Act, 1996 or any statutory modification of re-enactment thereof for the time being in force. The Arbitrator shall give reasons for the award, which shall be final and binding upon the Parties. The seat of such Arbitration shall be Delhi and such arbitration shall be conducted in English Language.....”

4. As there were disputes between the parties, the petitioner invoked arbitration vide legal notice dated 23.04.2024.
5. Since the disputes are subsisting, the present petition has been filed.
6. Mr. Bhola, learned counsel appears for the respondents and state 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. Ms. Kumud Singh, Advocate (Mob. No. 9810396060) 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/sp