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

+ **ARB.P. 1080/2023, I.As. 20401-02/2023**

**MRS KIRAN DEVI**

..... Petitioner

Through: Mr. Rohit Kumar Singh, Adv.

versus

**AMIT GUPTA**

..... Respondent

Through: Respondent in person.

**CORAM:**

**HON'BLE MR. JUSTICE DINESH KUMAR SHARMA**

**ORDER**

**02.04.2024**

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1. By way of the present petition filed under Section 11(6) of the Arbitration and Conciliation Act, 1996 (hereinafter, referred to as the 'A&C Act'), the petitioner seeks appointment of an Arbitral Tribunal comprising of a sole arbitrator, to adjudicate the disputes between the parties.

2. Learned counsel for the petitioner submits that the parties had entered into a Rent Agreement dated 19.10.2020 and subsequently renewed on 30.10.2021 for Flat No. CGL-162, Tower L, situated at DLF Capital Greens-II, Shivaji Marg, Moti Nagar, New Delhi-15 for residential purposes.

3. The petitioner's case is that as per the rent agreement, the respondent was required to pay a monthly rent of Rs.39,000/- in advance by the 7<sup>th</sup> day of each calendar month. It has been submitted that while extending the rent agreement on 30.10.2021, it was common



understanding that the monthly rent enhanced to Rs.41,000/- per month, and thereafter the rent was supposed to be enhanced to Rs.46,000/- in terms of clause 2(i) of the rent agreement dated 30.10.2021. The clause also provided that the rent is required to be enhanced at the rate of 5% after every 11 months.

4. Learned counsel submits that the petitioner is not making the payment of regular monthly rent. It has been submitted that the respondent has not paid the rent for the months of February 2023 to July 2023. The legal notice dated 24.04.2023 was duly served and thereafter the arbitration clause was invoked vide notice dated 26.05.2023. Clause -14 of the Lease agreement dated 19.10.2020 provides the arbitration clause with the jurisdiction at Delhi.

5. Respondent is appearing through VC and submits that the matter may be referred to the arbitration.

6. Considering that both the parties have consented to the reference to the arbitral tribunal, the present petition is disposed of with the following directions:

- i) The disputes between the parties under the said agreement are referred to the arbitral tribunal.
- ii) As agreed by both parties, DIAC shall nominate an Arbitrator to adjudicate the disputes between the parties.
- iii) 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 Fees Schedule of DIAC or as the parties may agree.



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 claims, 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.

vi) The parties shall approach the learned arbitrator within two weeks from today.

7. The pending application(s) also stand disposed of.

**DINESH KUMAR SHARMA, J**

**APRIL 2, 2024**

*Pallavi*