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

+ **ARB.P. 1145/2023**

**HITACHI PAYMENTS SERVICES PRIVATE LIMITED  
THROUGH ITS AUTHORISED SIGNATORY ..... Petitioner**

Through: Mr.Aseem Mehrotra and Ms.Deeksha  
Mehrotra, advts.

versus

**JASMEET SINGH MARWAH ..... Respondent**

Through: Mr.Nagendra Kumar and Ms.Poonam  
Sharma, advocates

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

**ORDER**

**10.01.2024**

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Present petition has been filed under Section 11 (5) & (6) of the Arbitration and Conciliation Act, 1996 (hereinafter, referred to as the '*the Act*') for appointment of Arbitral Tribunal comprising of a sole arbitrator for adjudication the disputes *inter se* the parties.

Learned counsel for the petitioner submits that the parties had entered into a registered Lease Deed dated 12.02.2015 between Prizm Payment Services Private Limited and the Respondent for letting out commercial space for I.T.E.S. purpose admeasuring 8000 sq. ft. of super built-up area, on the First Floor of the building known as "Marwah Tower", located at 25, Udyog Vihar, Phase-IV, Gurgaon (Haryana). Admittedly, name of Prizm Payment Services Private Limited has been changed to Hitachi Payments Services Private Limited i.e. the petitioner herein. Clause 15 of the lease



deed contains the arbitration clause, which reads as under:

*"15. The Lease Agreement shall be governed by the laws of India. Any dispute arising out of the Lease Agreement shall be subject to arbitration, which shall be referred to a Sole Arbitrator, mutually appointed, who shall be the Retired District Judge. The arbitration proceeding shall be carried out at Delhi in accordance with the provisions of the Arbitration and Conciliation Act, 1996 or any other statutory modification or re-enactment thereof for the time being in force in India. All arbitration proceedings shall be in English and the arbitral award shall be final and binding on the parties. All cost of the arbitration (including attorney's fees) shall be borne by the respective Party."*

As per the abovesaid arbitration clause, the seat of the arbitration would be at Delhi.

Disputes having arisen between the parties, the arbitration has duly been invoked vide notice dated 14.03.2023, which has duly been replied to vide reply dated 23.03.2023. Reply of the respondent is already on record.

Mr.Nagendra Kumar, learned counsel for the respondent submits that though he does not dispute the lease deed and the arbitration clause, however, the claim as stated by the petitioner is denied and in fact, the respondent has a counter claim.

Since the arbitration agreement and arbitration clause provided therein is not disputed and there is arbitrable dispute between the parties, with the consent of the parties, Mr.O.P.Gupta, Former District Judge has been appointed as a sole arbitrator.

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 the counsels for the parties, Mr.O.P.Gupta, Former District Judge is appointed as 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 Schedule IV of the A&C Act 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 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.

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

The petition is disposed of in the above terms.

**DINESH KUMAR SHARMA, J**

**JANUARY 10, 2024**

rb/aj