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

+ **ARB.P. 1278/2023**

AMBER A BAVISHI HUF

..... Petitioner

Through: Mr. Ashutosh Tiwari, Mr. Anuj
Srivastava and Mr. Shubham
Kapoor, Advocates.

versus

HAVELLS INDIA LIMITED

..... Respondent

Through: Mr. Divyansh Jain, Mr. Madhav R.
Bera and Mr. Dennis T Panmei,
Advocates.

CORAM:

HON'BLE MR. JUSTICE PRATEEK JALAN

ORDER

23.01.2024

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1. The petitioner has filed this petition under Section 11 of the Arbitration and Conciliation Act, 1996 [“the Act”] for appointment of an arbitrator to adjudicate the disputes between the parties under an Agreement dated 27.12.2014 and two addendums thereto.
2. The record reveals that the parties had entered into a lease agreement dated 01.10.2011 with regard to a property bearing No. 304 to 307, JP Towers, Tagore Road, Rajkot-360002. They thereafter signed two agreements on 27.12.2014, one entitled “Agreement of Conducting” and the other entitled as “Services Agreement”. Mr. Ashutosh Tiwari, learned counsel for the petitioner, submits that the petitioner seeks adjudication of disputes under the “Agreement of Conducting”.
3. The two addendums placed on record are entitled, “Addendum to Service Agreement” and “Addendum to Lease Deed”, both dated

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08.04.2022. It is the contention of Mr. Tiwari, that these are, in fact, addendums to the “*Agreement of Conducting*”. Mr. Divyansh Jain, learned counsel for the respondent, disputes this contention.

4. In view of the fact that the lease deed contains an Arbitration clause [Clause 24], which provides for arbitration to be held in Rajkot, Mr. Jain initially raised a jurisdictional dispute to the present petition being filed in this Court. However, Mr. Tiwari reiterates that the relief sought in this petition is appointment of an arbitrator under the “*Agreement of Conducting*”, and not under the lease deed. The said agreement contains an arbitration clause [Clause 13], which provides for arbitration to be held in Delhi. The petitioner also invoked the arbitration clause by a letter dated 01.07.2023, to which no reply was received.

5. Mr. Jain has taken instructions and submits that, in view of the aforesaid clarification, the Court may appoint an independent arbitrator, leaving all questions with regard to applicability of the addendums, maintainability and merits of the claim open for consideration of the learned arbitrator.

6. Mr. Jain also states that the respondent would like to make an attempt to resolve the disputes in mediation. Mr. Tiwari has no objection to a reference to mediation, but submits that an arbitrator may also be appointed with a request to defer the proceedings for a short time.

7. The petition is disposed of with the consent of learned counsel for the parties with the following directions:

- a. The parties are referred to mediation under the aegis of *Samadhan*, Delhi High Court Mediation and Conciliation Centre, Shershah Road, New Delhi-110503.



- b. They will appear before the learned Mediator on 30.01.2024.
 - c. In the event the mediation proceedings are unsuccessful, the disputes between the parties under the “*Agreement of Conducting*” dated 27.12.2014 will be adjudicated by arbitration under the aegis of Delhi International Arbitration Centre, Delhi High Court, Shershah Road, New Delhi [“DIAC”]. DIAC is requested to nominate an Arbitrator from its panel.
 - d. The arbitration proceedings will be governed by the Rules of DIAC, including as to remuneration of the learned Arbitrator.
 - e. The learned Arbitrator is requested to furnish a declaration under Section 12 of the Act, prior to entering upon the reference.
 - f. In order to give the parties an opportunity to settle their disputes, DIAC is requested not to take further steps in the arbitration proceedings until 31.03.2023. If the mediation proceedings are still pending, the parties may jointly request the DIAC for a further adjournment.
8. It is made clear that all rights and contentions of the parties, including on the applicability of any addendums to the agreement, limitation, maintainability of the claims, and on merits are left open for adjudication before the learned Arbitrator.
9. The petition is disposed of with the aforesaid directions.

PRATEEK JALAN, J

JANUARY 23, 2024/SS/