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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**
+ **ARB.P. 1279/2023**

SHRI SANJAY SHARMA

..... Petitioner

Through: Mr. Madan Lal Sharma, Mr. Ashish
Bhardwaj, Mr. Sudeep Sharma &
Mr. Vikrant Malwal, Advs.

versus

GTL INFRASTRUCTURE LIMITED

..... Respondent

Through: Mr. Swetank Shantanu, Adv. (M:
9818058809)

CORAM:
JUSTICE PRATHIBA M. SINGH

ORDER
09.04.2024

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1. This hearing has been done through hybrid mode.
2. The present petition has been filed by the Petitioner under Section 11(6) of the Arbitration and Conciliation Act, 1996 seeking appointment of a sole Arbitrator to adjudicate the disputes between the parties.
3. The Petitioner- Sh Sanjay Sharma and the Respondent- GTL Infrastructure Limited has entered into a license agreement for installation and construction of a Mobile Signal Communication Tower at the Petitioner's property bearing no. 370-D, Chirag Delhi, New Delhi-17. The Respondent was to pay a premium/license fee or remove the equipment. However, the Respondent is stated to have stopped paying the premium/license fee to petitioner or to remove the equipment from the Petitioner's residence. The tower continues to be operational from the Petitioner's premises. The grievance of the Petitioner is that the license fee



is not being paid. The Petitioner sent a Legal Notice dated 29th October, 2018 to the Respondent calling upon them to pay the arrears of license fee with effect from December, 2017 but the Notice was neither replied to or complied with.

4. A civil suit bearing No.CS/SCJ/249/2019 titled as “*Sanjay Sharma v. The Director of GTL Infrastructure Limited*” was filed by the Petitioner in which the Respondent filed an application under Section 8 wherein the arbitration clause was extracted as under:

“21. Any dispute or claim between the parties hereto arising out of or relating to this agreement, or its implementations and/or its effect, or the I breach, termination, due to efflux of time or otherwise, or invalidity thereof, either during its subsistence or after its termination, shall be referred to the arbitration of a sole arbitrator in accordance with the provisions of Arbitrations and Reconciliation Act, 1996. The Arbitration shall be held at Delhi.”

5. The said suit was then dismissed permitting the Petitioner to avail of its remedies. The order of the trial Court which had rejected the suit was appealed by the Petitioner by way of **RCA/DJ/ 45/2022-** titled as “*Sanjay Sharma v. GTL Infrastructure Ltd*”.

6. Vide order dated 1st March, 2023, the ld. Additional District Judge gave liberty to the Petitioner to invoke the arbitration clause. The said order read as under:

“10. In the ultimate analysis it can be said that although the very reference of the parties to Arbitration by the Ld. Trial Court was just and proper, the rejection under Order 7 Rule 11 (d) CPC of the plaint thereafter was not warranted by Ld. Trial Court and not required. Having regard to the entire facts and



circumstances as adumbrated above, the impugned order dated 05.01.2022 is accordingly modified to the effect that the plaint shall not be treated as rejected under Order 7 Rule 11 (d) CPC. Parties are at liberty to invoke arbitration clause. Other pending applications stands disposed off.”

7. In view of the liberty given as extracted above, the present petition has been filed.
8. The Respondent has entered appearance. Ld. Counsel for Respondent submits that his client does not dispute the existence of the arbitration clause.
9. Accordingly, **Mr. Sidharth Chopra, Advocate (M:9810877530)** is appointed as the Arbitrator to resolve the disputes between the parties.
10. It also appears to the Court that there is a possibility of amicable resolution of the disputes, accordingly, the Arbitrator shall enter reference on 29th July, 2024.
11. The arbitration shall take place under the aegis of the Delhi International Arbitration Centre (‘DIAC’). The fee of the Arbitrator shall be paid in terms of the Fourth Schedule under the Act as amended by DIAC Rules, 2023.
12. In the meantime, if there is any settlement between the parties, the parties may communicate the consent terms to the Arbitrator/DIAC.
13. Let a copy of the present order be emailed to Secretary, DIAC on email id- delhiarbitrationcentre@gmail.com.
14. In the meantime, parties are also referred to the Delhi High Court Mediation and Conciliation Centre on 23rd April, 2024 at 3:00 p.m.
15. If there is no settlement, the Arbitrator shall proceed further in the



matter.

16. The petition is disposed of. All pending applications are also disposed of.

PRATHIBA M. SINGH, J

APRIL 9, 2024

dj/bh