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

+ **ARB.P. 1260/2024**

M/S LEASE PLAN INDIA PRIVATE LIMITEDPetitioner
Through: **Mr. Akhilesh Pradhan, Advocate.**

versus

**M/S BHAGIRATHI INFRAPOWER
PROJECTS PRIVATE LIMITED**Respondent
Through: **Mr. Shanker Prasad, Director of
Respondent.**

**CORAM:
HON'BLE MR. JUSTICE PRATEEK JALAN**

% **ORDER
20.09.2024**

1. By way of this petition, under Section 11 of the Arbitration and Conciliation Act, 1996 [“the Act”], the petitioner seeks appointment of an arbitrator to adjudicate disputes between the parties under a Lease Agreement bearing No. 600017 and SME 300232 [“the Lease Agreement”]. Although the agreement is undated, it is stated to have been executed in January, 2019.

2. The agreement contains an arbitration clause [Clause 9.2], which provides for adjudication of disputes by a sole arbitrator to be appointed by the petitioner. It also provides that the place of arbitration shall be Delhi. The agreement also provides for exclusive jurisdiction of the courts in New Delhi.



3. Disputes having arisen between the parties, the petitioner invoked arbitration by a letter dated 13.08.2022, which did not elicit a response.
4. Notice was issued in this petition on 14.08.2022, in the presence of Mr. Shanker Prasad, director of the respondent. At the request of the parties, they were referred to mediation, which remains pending.
5. The respondent has not filed a reply to the petition, despite opportunity granted in the said order.
6. Mr. Shanker Prasad, director of the respondent, is present today and confirms that the mediation proceedings remain pending, however, the existence of the arbitration clause is undisputed.
7. Having regard to above, I am of the view that it is appropriate to give the parties some time to resolve their disputes, but an arbitrator may also be appointed to adjudicate the disputes in the event the mediation proceedings are ultimately unsuccessful.
8. The petition is, therefore, disposed of with the following directions:
 - a. The parties may continue with their attempt to settle their disputes in the pending mediation proceedings.
 - b. In the event, the disputes are not settled in mediation, the disputes between the parties are referred to arbitration of Ms. Samiksha Godiyal, Advocate [Tel: 9910005408]. The arbitration will be held under the aegis of Delhi International Arbitration Centre, Delhi High Court, Shershah Road, New Delhi-110503 ["DIAC"], and will be governed by the Rules of DIAC, including as to the remuneration of the learned Arbitrator.
 - c. The learned Arbitrator is requested to furnish a declaration under Section 12 of the Act, prior to entering upon the reference.



- d. DIAC is requested to defer the reference until 15.11.2024 from today to enable the parties to resolve their disputes through conciliation. In the event, either party approaches DIAC to enter into reference after the said period, DIAC may enter into the reference forthwith.
9. It is made clear that all rights and contentions of the parties are left open for adjudication before the learned Arbitrator, including as to the maintainability and arbitrability of the disputes.
10. The petition stands disposed of with these directions.

PRATEEK JALAN, J

SEPTEMBER 20, 2024

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