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

+ **ARB.P. 1317/2023**

MANISH KUMAR & ANR.

..... Petitioners

Through: Mr. Modassir Hussain Khan, Ms.
Radhika Tharad, Ms. Shruti Kapoor,
Mr. Manoj, Advs. (M. 7379941951)

versus

M/S EASYLINK SOFTECH PVT. LTD

..... Respondent

Through: Ms. Mansi Kukreja, Adv. (M.
9811446272)

CORAM:

JUSTICE PRATHIBA M. SINGH

ORDER

% **31.01.2024**

1. This hearing has been done through hybrid mode.
2. The present petition under Section 11(6) of the Arbitration and Conciliation Act, 1996 has been filed seeking appointment of an Arbitrator. The brief background of the matter is that the Respondent -M/s. Easylink Softech Pvt. Ltd. had taken on lease the subject premises bearing office no. 503, Kailash Building, 26, Kasturba Gandhi Marg, Connaught Place, New Delhi-110001 vide lease agreement dated 12th January, 2023.
3. The security deposit of Rs.3,00,000/- was paid by the Respondent to the Petitioner. The monthly rent was agreed at Rs.1,00,000/- per month.
4. It is the case of the Petitioner that after April, 2023, the lease amount has not been paid and sometime in August, the Respondent tried to vacate the premises. However, the Petitioner insisted that there was a lock in period till January, 2024. Disputes thereafter arose between the parties and correspondence was also exchanged. Attempts for amicable resolution have



also failed. In view of the same the Arbitration Clause has been invoked on 27th October, 2023. However, the parties could not agree on the nomination for the arbitrator.

5. As per the Petitioner the premises was vacated in January 2024 but admitted dues have not been paid. Ld. Counsel for the Respondent submits that the premises could not be used by the Respondent in view of the non-cooperation by the Petitioner. This position is, however, disputed by the Petitioner.

6. Accordingly, in terms of the Arbitration Clause i.e., Clause 26 of the said lease agreement, Justice Pratibha Rani (Retd) (9910384626) is appointed as a Sole Arbitrator to adjudicate upon the disputes between the parties.

7. The matter shall be conducted under the aegis of Delhi International Arbitration Centre (hereinafter, 'DIAC') as per the DIAC Rules.

8. Petition is disposed of with all pending applications, if any.

PRATHIBA M. SINGH, J.

JANUARY 31, 2024

mr/bh