



2024:DHC:9582



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

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Date of Decision : 10.12.2024+ **ARB.P. 1361/2024**

M/S. WEDDINGPARK HOSPITALITIES PVT. LTDPetitioner
Through: Mr. Puneet Jain (Sr. Adv.) along with
Mr. Neelmani Pant, Mr. Shantanu
Derghawen, Advs.
versus

BALESH DEVI BHADANA & ANR.Respondent
Through: Mr. Abhijat (Sr. Adv.) along with
Mr. Rohit Gandhi, Mr. Himanshu
Anand, Mr. Hargun Singh Kalra, Ms.
Akshita Nigam, Mr. Varun Trivedi,
Mr. Harshvardhan Gulia, Mr. Hemant
Anand, Advs.

CORAM:
HON'BLE MR. JUSTICE SACHIN DATTA

SACHIN DATTA, J. (Oral)

1. The present petition under Section 11 of the Arbitration and Conciliation Act, 1996 seeks constitution of an Arbitral Tribunal to adjudicate the disputes between the parties.
2. The disputes between the parties have arisen in the context of a registered Lease Deed dated 01.12.2017 entered into between the petitioner and the respondent no.1 whereby land admeasuring 67 Kanal, 14 Marla bearing Mustil No. 19, Killa No. 16 (0-10), 24 (2-13), 25(6-16), Mustil No. 20, Killa No. 4(6-8), 6(8-0), 6(7-17), 7(6-11), 13(0-9), 14(7-18), 15(6-12), 18(6-0), Mustil No. 37, Killa no. 8/1(3-7), kita 16, business name as "Jannat



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Valley” situated at village Mewla Maharajpur, Tehsil Badhkal, District Faridabad was leased to the petitioner.

3. Disputes between the parties have arisen on account of alleged premature termination of the lease deed and alleged forcible taking over of the possession by the lessor/s.

4. Learned senior counsel for the respondent while strenuously controverting the version of the petitioner on the merits, does not dispute the existence of the Arbitration Agreement. He further submits that the respondents have certain counter-claims against the petitioner which the respondents are desirous of pursuing in the arbitration proceedings.

5. In the circumstances, since the existence of the Arbitration Agreement is undisputed, there is no impediment to constituting an Arbitral Tribunal to adjudicate the disputes between the parties, in terms of the legal position enunciated in *In Re: Interplay between Arbitration Agreement under the Arbitration and Conciliation Act, 1996 and the Indian Stamp Act, 1899*, 2023 SCC OnLine SC 1666 and *SBI General Insurance Co. Ltd. v. Krish Spinning*, 2024 INSC 532

6. Accordingly, Mr. Justice (Retd.) Rajiv Sahai Endlaw, Former Judge, Delhi High Court (Mob. No. +91 9717495002) is appointed as the Sole Arbitrator to adjudicate the disputes between the parties.

7. The respondent shall be at liberty to raise preliminary objections as regards arbitrability/jurisdiction, if any, which shall be decided by the learned Sole Arbitrator, in accordance with law.

8. The learned Sole Arbitrator may proceed with the arbitration proceedings subject to furnishing to the parties requisite disclosure as required under Section 12 of the A&C Act.



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9. At request of respective counsel, it is directed that the arbitration shall take place under the aegis of and as per the Rules of Delhi International Arbitration Centre (DIAC).
10. All rights and contentions of the parties in relation to the claims/counter claims are kept open, to be decided by the learned Sole Arbitrator on their merits, in accordance with law.
11. Needless to say, nothing in this order shall be construed as an expression of opinion of this Court on the merits of the case.
12. The petition is allowed in the above terms.

SACHIN DATTA, J

DECEMBER 10, 2024/uk