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

+ **ARB.P. 20/2024 & I.A. 307/2024**

M/S CELCIUS LOGISTICS SOLUTIONS PVT LTD..... Petitioner

Through: Mr. Gaurav Goyal, Mr. Abhishek
Paruthi, Mr. Abhinav Garg, Adv.
(M. 9899886971)

versus

M/S SABHARWAL FOOD INDUSTRIES
PVT LTD AND ANR.

..... Respondents

Through: Mr. Sourabh Gupta, Mr. Puneet
Yadav, Ms. Ananya Gupta, Mr.
Akshansh Gupta, (M. 7840067504)

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AND

+ **ARB.P. 27/2024 & I.A. 444/2024**

ROSHAN FROZEN AND COLD STORAGE Petitioner

Through: Mr. Sourabh Gupta, Mr. Puneet
Yadav, Ms. Ananya Gupta, Mr.
Akshansh Gupta, Adv. (M.
7840067504)

versus

CELCIUS LOGISTICS SOLUTIONS PVT LTD Respondent

Through: Mr. Gaurav Goyal, Mr. Abhishek
Paruthi, Mr. Abhinav Garg, Adv.
(M. 9899886971)

CORAM:

JUSTICE PRATHIBA M. SINGH

ORDER

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08.01.2024

1. This hearing has been done through hybrid mode.



I.A.307/2024 (for exemption) in ARB.P.20/2024

I.A.444/2024 (for exemption) in ARB.P.27/2024

2. This is an application filed by the Petitioner seeking exemption from filing originals/certified/cleared/typed or translated copies of documents, proper margins, electronic documents, etc. Original documents shall be produced/filed at the time of Admission/Denial, if sought, strictly as per the provisions of the Commercial Courts, Commercial Division and Commercial Appellate Division of High Courts Act, 2015 (hereinafter, '*Commercial Courts Act*') and the DHC (Original Side) Rules, 2018.

3. Exemption is allowed, subject to all just exceptions. Accordingly, the application is disposed of.

ARB.P.20/2024

ARB.P.27/2024

4. These are two petitions arising out of a lease agreement executed between M/s. Celcius Logistics Solutions Pvt. Ltd. and M/s Sabharwal Food Industries Pvt. Ltd. through its trade name Roshan Frozen and Cold Storage with the GSTN 06AABCS0763L2Z9.

5. M/s. Celcius Logistics Solutions Pvt. Ltd. is a company engaged in the business of storing frozen products and other cognate and allied products requiring cold chain storage/transportation/warehousing facilities *etc.* On the other hand M/s. Sabharwal Food Industries Pvt. Ltd. is a company who provides services for cold storage.

6. M/s. Celcius Logistics Solutions Pvt. Ltd and M/s. Sabharwal Food Industries Pvt. Ltd. entered into a lease agreement dated 9th May, 2023. As per the said agreement, Celcius provided on lease property bearing Plot No. 116 and 117, Sec-56, Phase-V, Industrial Estate Kundli, Sonipat, Haryana-



131028 and also agreed to provide 7200 pallets of frozen and chiller. Celcius also had responsibilities of providing maintenance facilities regarding machineries and handling equipments *etc.* The rent of the said property was fixed at Rs. 61.2 Lacs per month.

7. The case of the lessee is that the lessor breached the terms of the agreement as the storage facility had leakages and the machineries were also not working properly. It is further stated that the lessor approached lessee's clients and asked them to shift their products to a separate location which is solely owned by the lessor.

8. It is the position of the lessor that they raised various invoices from May onwards till November, 2023 on the lessee. The lease amounts have been paid only till June and, thereafter, partial amounts have been paid for the month of July, 2023 and the amounts for the rest of the months are outstanding.

9. According to the lessor, there was also a lock-in period under the agreement. Despite this being the position, it is his case that the lessee has unlawfully terminated the lease agreement vide a legal notice dated 1st December, 2023 and has also handed over the position without paying the occupation and lease charges.

10. As per the lessee, the lease has been terminated and the possession has already been handed over in view of the material breaches by the lessor.

11. Disputes have arisen between the parties. Thereafter, the arbitration clause has also been invoked under the lease agreement which reads as under:

***“11. DISPUTE RESOLUTION AND
JURISDICTION:***



10.1. If any dispute or difference arising out of or in connection with this Agreement, the Parties shall make good faith efforts to resolve such disputes or differences amicably.

10.2. If the disputes or differences are not resolved, the same shall be settled through arbitration under the provisions of the Indian Arbitration and Conciliation Act, 1996 and any statutory modification or re-enactment thereof for the time being in force. The arbitration shall be conducted by a Sole Arbitrator, mutually appointed by the Parties. The arbitration award shall be final and binding as between the Parties hereto. The venue of arbitration shall be Delhi.”

12. Both parties are *ad idem* on the fact that there are disputes which need to be resolved by arbitration.

13. Accordingly, **Justice S.P. Garg (9910384627)**, retired judge of this Court is appointed as the Arbitrator for adjudicating the disputes between the parties. The arbitration shall take place under the aegis of the DIAC in terms of the rules of the DIAC. Considering the nature of the dispute the Arbitrator shall be paid fees in terms of Fourth Schedule of the Arbitration and Conciliation Act, 1996.

14. At the outset Mr. Rakesh Sabharwal, the Managing Director of M/s Sabharwal Food Industries Pvt. Ltd. is deleted from the array of parties. The deletion herein would not be binding on the arbitral proceeding. All rights and contentions of the parties are left open.

15. The petitions are disposed of accordingly along with all pending applications, if any.

PRATHIBA M. SINGH, J.

JANURARY 08, 2024/dj/ks