



2024:DHC:9331



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* IN THE HIGH COURT OF DELHI AT NEW DELHI

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Date of Decision: 29.11.2024+ ARB.P. 1497/2024

PACIFIC MAINTENANCE SERVICES PVT LTDPetitioner
Through: Mr. Attin Shankar Rastogi, Mr.
Archit Chauhan, Mr. Adil Vasudeva,
Mr. Aman Kapoor, Advs. and Mr.
Sanjay Chahan, AR of petitioner.

versus

DJT RETAILERS PVT LTDRespondent
Through: Mr. Debal Banerjee, Sr. Adv. along
with Mr. Manish Gupta, Adv.

CORAM:
HON'BLE MR. JUSTICE SACHIN DATTA

SACHIN DATTA, J. (ORAL)

1. This is a petition filed under Section 11(5) and 11(6) Arbitration and Conciliation Act, 1996 seeking 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 Maintenance and Services Agreement dated 08.08.2022, relating to the maintenance of premises no.SH/LGF/06 of Pacific Mall, Jasola CPD-48, Sarita Vihar, Mathura Road, New Delhi-110024, in respect of which a license has been granted by the petitioner to the respondent (hereafter '*the subject property*').
3. Admittedly, the said Licence Agreement contains an arbitration clause as under:



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“21. ARBITRATION

21.1 All disputes, differences or disagreement arising out of, in connection with or in relation to this Agreement shall be mutually discussed and settled between the Parties.

21.2 All disputes, differences or disagreement arising out of, in connection with or in relation to this Agreement, which cannot be amicably settled, shall be finally decided by arbitration to be held in accordance with the provisions of the Arbitration and Conciliation Act, 1996. Any arbitration as aforesaid shall be a domestic arbitration under the applicable Law.

21.3 The venue of arbitration shall be at Delhi and the language of arbitration shall be English only.”

4. Learned senior counsel for the respondent does not dispute the existence of the arbitration agreement. He accedes to the appointment of a Sole Arbitrator to adjudicate the disputes between the parties.

5. In terms of ***SBI General Insurance Co. Ltd. v. Krish Spinning*** 2024 SCC OnLine 1754, the scope of examination in proceedings under section 11 A&C Act is confined to ascertaining the existence of the arbitration agreement. Since there is no controversy as regards existence of the arbitration agreement, there is no impediment to appointing a Sole Arbitrator to adjudicate the disputes between the parties.

6. In the circumstances, Ms. Geeta Luthra, Senior Advocate (Mob. No.: +91 9810031323) 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 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. The learned Sole Arbitrator shall be entitled to fee in accordance with IVth Schedule to the A&C Act; or as may otherwise be agreed to between the parties and the learned Sole Arbitrator.
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 present petition stands disposed of in the above terms.

SACHIN DATTA, J

NOVEMBER 29, 2024/cl