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

+ **ARB.P. 2092/2024**

FORMOST GRANITE EXPORTS PVT LTDPetitioner

Through: Mr. Vivek Malik, Ms Vandana
Sehgal, Mr. Mohit yadav and Mr.
Arun Pratap Singh Rajawat, Advs.

versus

JUBILANT FOODWORKS LIMITEDRespondent

Through: Mr. Rishi Awasthi and Mr. Avinash
Ankit, Advocates

CORAM:

HON'BLE MR. JUSTICE SUBRAMONIUM PRASAD

ORDER

20.12.2024

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I.A. 49079/2024 (Exemption)

Allowed, subject to all just exceptions.

ARB.P. 2092/2024

1. The present petition has been filed under Section 11(6) of the Arbitration and Conciliation Act, 1996 by the Petitioner seeking appointment of an Arbitrator to adjudicate upon the disputes which have arisen between the parties under a Lease Agreement dated 25.06.2008 entered into between the parties.
2. It is stated by the learned Counsel for the Petitioner that after termination of the Lease Agreement, the Respondent has vacated the premises but a lot of damage has been caused to the premises.
3. Material on record indicates that a notice invoking arbitration under

ARB.P. 2092/2024

Page 1 of 3



Section 21 of the Arbitration and Conciliation Act, 1996 was sent by the Petitioner to the Respondent on 04.10.2024 which has also been replied to by the Respondent rejecting the name of the person nominated as Arbitrator by the Petitioner.

4. Clause 9 of the Lease Agreement dated 25.06.2008, which is an arbitration clause, reads as under:

“9. DISPUTE RESOLUTION:-

(i) The parties agree to make good all breaches of the terms and conditions of this Lease Deed on either of them (affected party) giving notice, in writing, of such breach to other party and the other party shall remedy such breach(es) within four weeks of the receipt of such notice and the parties shall make their best endeavor to solve all possible disputes, controversies, and such breaches and / or claims arising out therefrom or in connection with this Deed amicably by way of negotiations with a view of a fair treatment by both parties towards one another.

(i) In case of any dispute or difference arising out of or in relation to this Lease Deed, then the same shall be resolved and settled with the provision of the Arbitration and Conciliation Act 1996 or any statutory modification or re-enactments thereof. The place of Arbitration shall be New Delhi.

(iii) The parties to this Deed agree that the Court(s) in New Delhi shall have exclusive jurisdiction regarding any matter arising out of a related to this Deed, subject always to the Arbitration Clause.”

5. Learned Counsel appearing for the Respondent submits that the matter can be referred to Delhi International Arbitration Centre (DIAC).



6. With consent of the both the parties, this Court is inclined to refer the matter to Delhi International Arbitration Centre (DIAC).
7. Accordingly, the Delhi International Arbitration Centre (DIAC) is requested to appoint an Arbitrator to adjudicate upon the disputes between the Parties.
8. The arbitration would take place under the aegis of the Delhi International Arbitration Centre (DIAC) and would abide by its rules and regulations. The learned Arbitrator shall be entitled to fees as per the Schedule of Fees maintained by the DIAC.
9. The learned Arbitrator is also requested to file the requisite disclosure under Section 12(2) of the 1996 Act within a week of entering on reference.
10. All rights and contentions of the parties in relation to the claims/counter-claims are kept open, to be decided by the learned Arbitrator on their merits, in accordance with law.
11. Needless to say, nothing in this order shall be construed as an expression of this Court on the merits of the contentions of the parties.
12. The present petition stands disposed of in the above terms along with pending application(s), if any.

SUBRAMONIUM PRASAD, J

DECEMBER 20, 2024

S. Zakir