



		<i>appointed by the LESSEE and the LESSOR mutually. The Arbitration proceedings shall be conducted in accordance with the provisions of Arbitration and Conciliation Act, 1996 or any re-enactment or statutory modification thereof.</i> <i>The decision of Sole Arbitrator shall be final and binding on the parties. The language of the arbitration shall be English and the seat and venue of the arbitration shall be Gurugram, Haryana.”</i>
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3. The parties circulated draft lease-deed to each other, however, final deed could not be executed on account of differences among the parties. A dispute erupted between the parties. The applicant did not serve notice under Section 21 of Arbitration and Conciliation Act, 1996 on respondent and approached Civil Court in terms of Section 9 of 1996 Act. The application under Section 9 came to be dismissed.

4. Mr. Amitabh Tewari, Advocate submits that in view of Arbitration Clause in the letter of intent, this Court should make appointment of an independent Arbitrator to resolve the dispute between the parties.

5. Ms. Kaadambari Singh, Senior Advocate submits that lease deed was never executed between the parties. In the draft lease deed forwarded by respondent, arbitration clause was specifically deleted. Even in the draft lease deed circulated by applicant, there was no arbitration clause. An Arbitrator could be appointed had dispute erupted out of or in connection with terms and



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conditions of lease deed. As lease deed never saw the light of the day, there was no valid arbitration agreement between the parties, thus, this Court cannot make appointment of an Arbitrator.

6. From the perusal of clause 24 of letter of intent, it is evident that there is arbitration agreement between the parties connected with the terms and conditions of the lease deed. As lease deed was never executed and aforesaid clause is applicable with respect to lease deed, thus, it cannot be concluded that there was valid arbitration agreement between the parties.

7. In the wake of above discussion and findings, this Court is of the considered opinion that there was no arbitration agreement between the parties. Thus, this Court cannot invoke its jurisdiction under Section 11(6) of 1996 Act. Hence, the present petition deserves to be dismissed and accordingly dismissed.

This order would not inhibit the applicant from availing alternative remedy as permissible by law.

03.03.2025
manoj

[JAGMOHAN BANSAL]
JUDGE

Whether speaking/reasoned	Yes/No
Whether reportable	Yes/No