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

+ **ARB.P. 259/2025 & I.A. 8687/2025**

M/S ARIHANT DEVELOPERS

.....Petitioner

Through: Mr. Sanjay Vashistha, Ms. Gunjan Rathore and Mr. Siddhartha Goswami, Advocates.

versus

AIRPLAZA RETAIL HOLDINGS PRIVATE LIMITED

.....Respondent

Through: Mr. Harsh Kaushik, Mr. Harsh Prakash and Ms. Poonam Bansal, Advocates.

CORAM:

HON'BLE MS. JUSTICE JYOTI SINGH

ORDER

03.04.2025

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1. This petition is filed on behalf of the Petitioner under Section 11(6) of the Arbitration and Conciliation Act, 1996 ('1996 Act') seeking appointment of Sole Arbitrator to adjudicate the disputes between the parties.
2. Reply is stated to have been filed on behalf of the Respondent, however, the same is not on record due to delay in filing the same. Copy of the reply is handed over in Court and is taken on record.
3. Learned counsel for the Respondent takes an objection to the jurisdiction of this Court to entertain the present petition in view of Clause 17 of the Sub-Lease Agreement dated 14.02.2009 which is an arbitration clause which provides that venue for the arbitration proceedings will be New Delhi and Courts at Kochi shall have the sole and exclusive jurisdiction to



try any such dispute that may arise out of the Agreement. In support of the plea, reliance is placed on the judgments of this Court in ***Cinepolis India Pvt. Ltd. v. Celebration City Projects Pvt. Ltd. and Another, 2020 SCC OnLine Del 301*** and ***Cravants Media Private Limited v. Jharkhand State Co. Operative Milk Producers Federation Ltd. and Another, 2021 SCC OnLine Del 5350***.

4. The second preliminary objection is that Petitioner had filed a suit bearing No. CS 45/2019 before the District Court, Vapi, Gujarat with the same subject matter and raising the same claim as in this petition. The plaint was rejected on an application filed by Vishal Megamart Limited under Order VII Rule 11 of CPC, 1908 against which Petitioner filed an appeal bearing No. RCA 40/2022 which is currently sub-judice before the learned Additional District and Sessions Judge and thus, the Petitioner cannot prosecute his claims in two different forums.

5. Insofar as the filing of the appeal is concerned, learned counsel for the Petitioner, on instructions, submits that the same shall be withdrawn as the Petitioner does not wish to prosecute the same. Insofar as the issue of jurisdiction is concerned, counsel for the Petitioner fairly submits that Petitioner be permitted to withdraw this petition with liberty to approach the appropriate Court in terms of Clause 17 of the Sub-Lease Agreement.

6. Accordingly, this petition along with pending application is disposed of as withdrawn with liberty as prayed for to approach the Competent Court having jurisdiction in terms of the Arbitration Agreement between the parties, in accordance with law. The stand of the Petitioner that Petitioner will withdraw the appeal pending before the learned Additional District and Sessions Judge, Vapi, Gujarat is taken on record.



7. It is made clear that this Court has not expressed any opinion on the merits of the case and all rights and contentions of the respective parties are left open.

JYOTI SINGH, J

APRIL 3, 2025
S.Sharma/shivam