



\$~21 & 22

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

+ ARB.P. 390/2025 & I.A. 5280/2025

PRABHAS NARAIN MISRA

.....Petitioner

Through: Mr. Devesh Malan, Adv.

versus

ERCO TRAVELS PRIVATE LIMITED & ANR.

.....Respondent

Through:

22

+ ARB.P. 391/2025 & I.A. 5281/2025

SIDDHARTH MISRA

.....Petitioner

Through: Mr. Devesh Malan, Adv.

versus

ERCO TRAVELS PRIVATE LIMITED & ANR.

.....Respondent

Through:

CORAM:

HON'BLE MR. JUSTICE JASMEET SINGH

ORDER

18.03.2025

%

1. The present petitions have been filed under section 11 (5) and (6) of the Arbitration and Conciliation Act, 1996 seeking appointment of a Sole Arbitrator for adjudication of disputes between the parties arising out of the Lease Deed dated 23.10.2018.

2. The arbitration clause is contained as clause 23 and 24 of the said lease agreement and the same reads as under:



“23. That the disputes, controversies or differences which may arise between the parties out of or in relation to or in connection with this lease, the interpretation thereof, or its breach shall be First amicably settled among the authorized representative of the Parties failing which such disputes shall be referred to arbitration in accordance with the provisions of the Arbitration and Conciliation Act, 1996 with an arbitral tribunal consisting of three arbitrators, with THE LESSOR nominating its nominee arbitrator and THE LESSEE nominating its nominee arbitrator and both the nominated arbitrators appointing the third and presiding arbitrator. The venue of the arbitration proceedings shall be Faridabad.

24. That the Courts of District Faridabad alone shall have the jurisdiction to entertain and try any dispute or differences arising out of or in connection with the terms of this Deed of Lease.”

3. A perusal of the arbitration clause indicates that the venue of arbitration is Faridabad and further, the courts at Faridabad have the jurisdiction to entertain and try the disputes arisen between the parties arising out of the Lease Deed(s). Hence, this Court will not have the territorial jurisdiction to entertain and try the present petition.

4. The same are accordingly dismissed.

JASMEET SINGH, J

MARCH 18, 2025/sp

[Click here to check corrigendum, if any](#)