



\$~5

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

+ **ARB.P. 402/2025**

RANDSTAD INDIA PRIVATE LIMITEDPetitioner

Through: **Mr. Vijay Arora, Advocate**

versus

BEACON COURIER AND CARGO INDIA PRIVATE LIMITED

.....Respondent

Through: **Mr. Aman Jwala, Advocate (through VC)**

CORAM:

HON'BLE MS. JUSTICE MANMEET PRITAM SINGH ARORA

ORDER

% **09.04.2025**

1. This is a petition filed under Section 11(6) of the Arbitration and Conciliation Act, 1996 ('the Act of 1996') seeking appointment of an Arbitral Tribunal comprising of a sole arbitrator to adjudicate the disputes between the parties.

2. Mr. Aman Jwala, Advocate has entered appearance on behalf of Respondent. He states that the Respondent has two submissions in this matter.

2.1 He submits that as per clauses 5 and 6 of the agreement, parties have reserved their rights to approach the Civil Court at New Delhi, and they have also agreed to resolution of disputes through arbitration.

2.2 He states that therefore the Respondent has an option under the agreement to select from the two forums. At present, Respondent is not consenting to the arbitration.

2.3 He further states that the lease agreement and the addendums in



question are un-registered and therefore cannot be read in evidence.

3. In reply, learned counsel for the Petitioner states that relief sought in the arbitration proceedings is only with respect to refund of the security deposit receipt whereof is admitted by the Respondent.

3.1 He states that reference to the lease agreement and the addendum is only for the collateral purpose of the said security deposit.

3.2 He further states that clause 6 of the agreement is explicit in as much as parties have categorically agreed to reference to arbitration.

3.3 He states that legal notice invoking arbitration was issued on 22.11.2024 and in response thereof there was no valid objection taken.

4. This Court has heard the learned counsel for the parties. Clauses 5 and 6 of the lease agreement read as under:

5. Governing Law and Jurisdiction

Governing Law shall be the laws of India. The Civil Courts at New Delhi, alone shall have jurisdiction for the purposes of this Lease Agreement.

6. Dispute Resolution

In the event of any dispute or difference between the parties hereto upon or in relation to or in connection with this Lease Agreement, such dispute or difference shall be resolved amicably by mutual consultation or through the efforts of the top management of the Parties. If such resolution is not possible, then the unresolved dispute or difference shall be referred to arbitration by an arbitrator to be nominated by the Lessee reasonably acceptable to the Lessor. Such arbitration shall be in accordance with the Arbitration and Conciliation Act, 1996 as amended from time to time. The decision of the Arbitrator shall be final and binding upon the Parties. The cost of arbitration shall be at the discretion of the arbitrator. The venue of arbitration shall be in delhi only. This clause shall survive the termination of this Lease Agreement.

5. The Supreme Court in **In Re: Interplay between Arbitration Agreements under The Arbitration and Conciliation Act 1996 and The**



Indian Stamp Act 1899¹, while referring to the Statement of Objects and Reasons of the Act of 1996, observed that the High Court and the Supreme Court at the stage of appointment of arbitrator shall examine the existence of a prima facie arbitration agreement and not any other issue. The same was reiterated by the Supreme Court in **SBI General Insurance Co. Ltd. v. Krish Spinning**².

6. This Court finds no merit in the submission of the Respondent that Clause 5 overrides the intent of the parties to refer disputes to arbitration as expressly contemplated in Clause 6. The intent of the parties to refer disputes arising out of the agreement to arbitration is express and unequivocal. This Court is satisfied that prima facie there exists a valid arbitration agreement between the parties. The reference to Courts at Delhi in clause 5 and venue at Delhi in clause 6 also goes on to prove that the intent is to have the seat of arbitration at Delhi.

7. It is trite law that an arbitration agreement recorded in an agreement which is not registered as required by law, would still be valid for the purpose of arbitration agreement; as the arbitration agreement is independent of the said agreement.³ Moreover, the claim of the Petitioner is with respect to the refund of security deposit, receipt whereof is not disputed by the Respondent and it is the pleas of the Respondent opposing the refunds which has to be adjudicated in the arbitral proceedings. For this purpose, reliance on the unregistered lease deed and the addendums would only be for collateral purpose and to this extent the said documents can be referred to as per Section 49 of the Registration Act, 1908.

¹ 2023 INSC 1066, at para 209 and 211.

² 2024 SCC OnLine SC 1754 at para 113 and 114.

³ Sasan Power Limited v. North American Coal Corporation (India) Pvt Ltd., (2016) 10 SCC 813; at para 48



8. In view of the above, this Court deems it appropriate to appoint a Sole Arbitrator in terms of the afore-referred arbitration clause.

- i. Considering the fact that the amount involved in the present petition is a sum of Rs. 49,05,000/-, Mr. Dhruv Gautam, Advocate (D- 931/2014) (Mob. No. 9999818999; E-mail: dhruv@dhruvgautam.in) is appointed as a Sole Arbitrator to adjudicate the disputes between the parties.
- ii. The arbitration will be held under the aegis of the Delhi International Arbitration Centre ('DIAC'). The remuneration of the learned Arbitrator shall be in terms of Schedule IV of the Act of 1990.
- iii. The learned Arbitrator is requested to furnish a declaration in terms of Section 12 of the Act of 1996 Act before entering into the reference.

9. It is made clear that all the rights and contentions of the parties, including as to the arbitrability of any of the claims and/or counter claims, any other preliminary objection, as well as claims on merits of the dispute of either of the parties, are left open for adjudication by the learned arbitrator.

10. Needless to say, nothing in this order shall be construed as an expression of this court on the merits of the case.

11. List the matter before the Delhi International Arbitration Centre, Delhi High Court, Sher Shah Road, New Delhi on 15.05.2025 at 10:30 AM for preliminary hearing to be presided over by the Arbitrator.

12. The Petitioner shall file its statement of claim within four (4) weeks as per rules of DIAC.

13. With the aforesaid direction, the petition stands disposed of.

14. The registry is directed to send a copy of this order to Secretary, DIAC and the Sole Arbitrator.

15. The digitally signed copy of this order, duly uploaded on the official



website of the Delhi High Court, www.delhihighcourt.nic.in, shall be treated as a certified copy of the order for the purpose of ensuring compliance. No physical copy of order shall be insisted by any authority/entity or litigant.

APRIL 9, 2025/mt/AM

MANMEET PRITAM SINGH ARORA, J

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