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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**
+ **ARB.P. 352/2024**
DELHI CABZ AND SERVICES PVT.LTDPetitioner

Through: Ms. Manju Nanda, Adv.

versus

M/S RAHEJA DEVELOPERS PVT.LTD & ANR.Respondent
Through: Mr. Gurtejpal Singh, Adv.
Ms. Meenakshi Midha, Adv. for R-2

CORAM:
HON'BLE MR. JUSTICE JASMEET SINGH

ORDER

13.05.2025

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1. This is a petition filed under Section 11 of the Arbitration and Conciliation Act, 1996 seeking appointment of an arbitrator to adjudicate the disputes between the parties.
2. The petitioner company was engaged in providing services for travel and transportation and entered into an agreement dated 04.08.2011 at Ginger Hotel, Manesar from 01.08.2011 to 31.03.2012.
3. The agreement was further renewed from time to time.
4. The agreement was renewed last on 24.04.2019 for a period of one year to expire on 31.03.2020.
5. The agreement contained arbitration clause being Clause No. 16 which reads as under:

“16. ARBITRATION:

16.1. Save where expressly stated to the contrary in this



Agreement, any dispute, difference or controversy of whatever nature between the Parties, howsoever arising under, out of or in relation to this Agreement (the “Dispute”) shall in the first instance be attempted to be resolved amicably in accordance with the procedure set forth in (16.2) and (16.3) below.

16.2 Either Party may require such Dispute to be referred to the Owner/Hotel Manager/Regional Head Operations of the Hotel and the Location Manager of the Operator for the time being, for amicable settlement. Upon such reference, the two shall meet at the earliest mutual convenience and in any event within 15 days of such reference to discuss and attempt to amicably resolve the Dispute. If the Dispute is not amicably settled within 15 (fifteen) days of such meeting between the two, either party may refer the Dispute in accordance with the procedures set forth in (ii) below.

16.3 Any disputes which is not resolved in connection with this agreement amicably by mutual negotiation, failing which the parties herein shall refer the disputes for arbitration in accordance with the Arbitration & Conciliation Act, 1996 before resolving to litigation in which case the courts in New Delhi shall have the jurisdiction.

16.4 The language of the proceedings shall be in English. The courts of New Delhi shall have jurisdiction in the matter. The arbitrator shall give a reasoned decision or award. Each Party shall bear its own cost of arbitration.

16.5 Pending the submission of and/or decision on a Dispute and until the arbitral award is published; the parties shall continue to perform their respective obligations under this agreement without prejudice to a final adjustment in accordance with such award.”

6. Since there were disputes between the parties and the petitioner invoked arbitration vide legal notice dated 02.11.2023.



7. Thereafter, the present petition has been filed.
8. The respondents have not filed any reply.
9. I am satisfied that there are disputes between the parties which need to be resolved through the arbitration mechanism.
10. For the said reasons, the petition is allowed and the following directions are issued:-
 - i) DIAC will appoint an Arbitrator out of the Panel of the Advocates maintained by the DIAC.
 - ii) However, DIAC will not appoint an Arbitrator for a period of 12 weeks from today in order to enable the petitioner and the respondent No. 1 to settle the dues and only in case the dues are not settled, the arbitrator shall enter reference.
 - iii) If an arbitrator is appointed by DIAC, the arbitration will be held under the aegis and rules of the Delhi International Arbitration Centre, Delhi High Court, Sher Shah Road, New Delhi (hereinafter, referred to as the 'DIAC').
 - iv) The remuneration of the learned Arbitrator shall be in terms of DIAC (Administrative Cost and Arbitrators' Fees) Rules, 2018.
 - v) The learned Arbitrator is requested to furnish a declaration in terms of Section 12 of the Act prior to entering into the reference.
 - vi) It is made clear that all the rights and contentions of the parties, including as to the arbitrability of any of the claim, any other preliminary objection, as well as claims/counter-claims and merits of the dispute of either of the parties, are left open for adjudication by the learned arbitrator.



- vii) The parties shall approach the learned Arbitrator within two weeks from today.
 - viii) All claims and contentions including the fact that there is no arbitrable claim between the petitioner and respondent No. 2 is also left open to be decided by the arbitrator.
11. The present petition is disposed of in the aforesaid terms.

JASMEET SINGH, J

MAY 13, 2025/sp

Click here to check corrigendum, if any