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

+ **ARB.P. 470/2025**

K AND K BUSINESS PARK

.....Petitioner

Through: **Mr. Vansh Kapoor, Adv.**

versus

TRIOTREE TECHNOLOGIES PVT LTD & ORS.Respondent

Through: **Mr. Udayan Tandon, Adv.**

CORAM:

HON'BLE MR. JUSTICE JASMEET SINGH

ORDER

25.04.2025

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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 and the respondent entered into a Business Support Services Agreement dated 02.11.2022 as per which the petitioner provided an office space of area admeasuring 8500 sq.ft. situated at D-247/3, Second Floor, Front Portion, Sector-63, Noida, District Gautam Buddha Nagar, Uttar Pradesh along with certain fixtures, furniture and other amenities to the respondents. The said Agreement was valid for a period of 3 years commencing from 15.11.2022.
3. The respondent was required to pay service charges of Rs.4,11,000 plus GST @ 18% per month including maintenance to the petitioner for the services rendered.

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4. The Business Support Services Agreement contains the arbitration clause being clause No. 18 which reads as under:-

“18. Any dispute arising out of or in connection with this Agreement shall be subject to ARBITRATION PROCEEDING AS PER THE ARBITRATION AND CONCILIATION ACT 1996. Any such dispute which is not resolved within fifteen (15) days after the giving of a notice in accordance with clause 11, at the request of either party, the dispute with respect to the Agreement be referred to arbitration before a single arbitrator as per mutual consent, whose decision shall be final and binding on the parties. Place of the sitting and jurisdiction of the said sole arbitrator will be at DELHI. The courts of Delhi shall have the jurisdiction for the purposes of Execution and appeal arising from the said arbitration proceedings.”

5. As per the petitioner, the respondents were irregular in making monthly payments of service charges. On 14.03.2024, the respondents sent a notice of intent to vacate the premises and assured the petitioner that the respondents would vacate the premises on 31.05.2024, but did not vacate the premises.
6. The petitioner invoked arbitration clause *vide* legal notice dated 07.12.2024 and thereafter, filed the present petition.
7. Mr. Tandon, learned counsel appears on behalf of the respondents and states that the petitioner and the respondents entered into a Samjhauta Nama dated 20.03.2024 and hence, the said Agreement came to an end on execution of the Samjhauta Nama.

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8. A perusal of the Samjhauta Nama clearly shows that it is not a settlement of all disputes but only a reiteration of the amounts due and payable by the respondents to the petitioner and also the amounts payable by the petitioner to the respondents.
9. Since, there are disputes between the parties, I am of the view that the arbitration clause survives and the disputes arising between the parties need to be referred to arbitration.
10. For the said reasons, the petition is allowed and the following directions are issued:-
 - i) Mr. Avinash Kumar Trivedi (Mob. No. 9871441764) is appointed as a Sole Arbitrator to adjudicate the disputes between the parties.
 - ii) 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') and as per Rules of DIAC.
 - iii) The remuneration of the learned Arbitrator shall be in terms of DIAC (Administrative Cost and Arbitrators' Fees) Rules, 2018.
 - iv) The learned Arbitrator is requested to furnish a declaration in terms of Section 12 of the Act prior to entering into the reference.
 - v) 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

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- for adjudication by the learned arbitrator.
- vi) The parties shall approach the learned Arbitrator within two weeks from today.
11. The present petition is disposed of in the aforesaid terms.

JASMEET SINGH, J

APRIL 25, 2025/sp

Click here to check corrigendum, if any

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