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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**
+ **ARB.P. 903/2024**
AVIVA LIFE INSURANCE COMPANY INDIA LTD.....Petitioner

Through: Ms. Archana Lakhotia, Mr. Agniwesh
Singh, Ms. Aradhna Shukla, Advs.

versus

MANDAKINEE BUILD AND INVESTMENT PVT. LTD. & ORS.
.....Respondents

Through: Mr. Somesh Arora, Mr. Gaganpreet
Singh, Ms. Manisha, Advs.

CORAM:
HON'BLE MR. JUSTICE JASMEET SINGH

ORDER

24.03.2025

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I.A. 32086/2024

1. Exemption is granted subject to all just exceptions.
2. The applicant(s) shall file legible and clearer copies of exempted documents, compliant with practice rules before the next date of hearing.
3. The application is disposed of.

ARB.P. 903/2024

1. This is a petition filed under section 11 of the Arbitrator and Conciliation Act, 1996 seeking appointment of a Nominee Arbitrator on behalf of the respondents.
2. The facts are that respondent Nos. 1 to 6 are owners of land bearing Khasra No. 164/1 and 165/2 admeasuring 1.0789 acres, situated at Sector 43, Golf Course Road, opposite DLF Golf Course, DLF Phase- V, Gurugram- 122003 and had constructed a multistoried building called the "The



statement” having basement, ground floor, mezzanine, first floor, second floor, third floor and fourth floor.

3. The petitioner and respondent entered into a Lease Agreement dated 30.01.2007, wherein the petitioner took on lease the ground floor, mezzanine, first floor, second floor, third floor along with pro rata basement and surface car parking spaces. There was another Lease Deed dated 09.04.2007 entered between the petitioner and the respondents for the fourth floor of the building.

4. Both the lease deeds had a common arbitration clause being Clause 11 which states that the Arbitral Tribunal will be of 3 members. The said clause reads as under:-

“11 ARBITRATION AND CONCILIATION

11.1 Any disputes or differences arising between the Parties hereto as to the effect, interpretation or application of this LEASE DEED or as to their rights, duties or liabilities there under, or as to any act, matter or thing arising out of, or consequent to, or in connection with this LEASE DEED shall be referred to an finally resolved by arbitration by three (3) arbitrators, one (1) to be appointed by LESSEE and one (1) to be appointed by the LESSORS and the third to be appointed by the two (2) arbitrators. The arbitration proceedings shall be in accordance with the provisions of the Arbitration and Conciliation Act, 1996, or any subsequent enactment or amendment thereof. Such arbitrator proceedings shall be held in New Delhi and shall be conducted in the English Language.”

5. Since there were disputes between the parties, the petitioner invoked arbitration vide legal notice dated 02.05.2023 and appointed its nominee



arbitrator on 03.11.2023. As the respondents did appoint an arbitrator, the present petition has been filed.

6. Mr. Singh, learned counsel for the respondents states that all the respondents have now amalgamated into one company named Bani Hospitality Services Pvt. Ltd.

7. His statement is taken on record and Bani Hospitality Services Pvt. Ltd. having its registered office at F-33, 1 Golf Course Road, Sector 56, Gurugram-122011 is impleaded as respondent No. 8.

8. In view of the fact that respondent Nos. 1 to 7 have amalgamated as respondent No. 8, respondent No. 8 is now the sole contesting respondent. Let the amended memo of parties be filed by the petitioner during the course of the day.

9. Mr. Singh, learned counsel has no objection if the disputes as mentioned in the petition are referred to arbitration provided all the legal contentions as well as counter-claims of the respondent are left open.

10. For the said reasons, the petition is allowed and the following directions are issued:-

- vii) Ms. Rashmi Chopra, Sr. Adv. (Mob. No. 9810311218) is appointed as a Sole Arbitrator to adjudicate the disputes between the parties.
- viii) The arbitration will be held under the aegis of the Delhi International Arbitration Centre, Delhi High Court, Sher Shah Road, New Delhi (hereinafter, referred to as the 'DIAC').
- ix) The remuneration of the learned Arbitrator shall be in terms of DIAC (Administrative Cost and Arbitrators' Fees) Rules, 2018.
- x) The learned Arbitrator is requested to furnish a declaration in



terms of Section 12 of the Act prior to entering into the reference.

- xi) 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.
- xii) 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

MARCH 24, 2025/DM

Click here to check corrigendum, if any