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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**
+ **FAO (COMM) 198/2023, CM APPL. 50584/2023-Stay**
M/S MANAPPURAM FINANCE LTD.Appellant
Through: Mr. Satish Kumar Tripathi and Mr.
Anuj Agrawal, Advs
versus
ASISH BHASINRespondent
Through: Mr. Bhupendra Tyagi, Adv appeared
through VC

CORAM:
HON'BLE MS. JUSTICE REKHA PALLI
HON'BLE MR. JUSTICE SAURABH BANERJEE

ORDER
21.01.2025

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1. The present appeal under Section 37 of the Arbitration and Conciliation Act, 1996 (the Act) seeks to assail the order dated 03.06.2023 passed by the learned District Judge (Commercial Court), Rohini Courts, Delhi in CS DJ 84/2021.
2. Vide the impugned order, the application preferred by the appellant/defendant under Section 8 of the Act praying that the plaintiff/respondent's claim for recovery of enhanced rate of rent alongwith arrears thereof in terms of the settlement between the parties dated 23.10.2018 was required to be adjudicated through arbitration in accordance with the arbitration clause contained in the registered Lease Deed dated 29.09.2016 was dismissed by the learned Trial Court. Consequently, the learned Trial Court rejected the appellant's plea that the recovery suit preferred by the respondent was not maintainable.
3. Though learned counsel for the respondent had initially sought to



oppose the appeal, after some arguments, he submits that in the interest of expeditious decision on his claims (prayers in the captioned suit), the respondent has no objection if the matter is referred to arbitration, for adjudication of the claims raised in the aforesaid suit. He further prays that this Court itself may appoint a sole arbitrator and direct that the arbitration proceedings will be held under the aegis of the Delhi International Arbitration Centre (DIAC).

4. Learned counsel for the appellant has no objection to this request and joins the learned counsel for the respondent in praying that a sole arbitrator be appointed by this Court.

5. In the light of this stand taken by the parties, we set aside the impugned order and hold that the claims (prayers in the captioned suit) raised by the respondent in the aforesaid suit would be liable to be determined only through Arbitration in terms of the following clause as contained in the lease deed dated 29.09.2016:-

“3.....

(s) All disputes, differences and/ or claims arising out of or touching upon this lease Agreement, whether during its subsistence or thereafter, shall be settled by arbitration in accordance with the provisions of the arbitration and Conciliation Act, 1996, or any statutory amendments thereof and shall be referred to the Arbitration of a Sole Arbitrator to be appointed by the Company. The Award given by such Sole Arbitrator shall be final and binding on the Lessor and the Company.”

6. The appeal is, therefore, allowed by directing that the suit preferred by the respondent will stand dismissed as not maintainable with the claims as raised in the captioned suit to be decided through arbitration. Accordingly, with the consent of the parties, we appoint Mr. Rishabh Kapur, Advocate (+91-7042181838) as the sole arbitrator for adjudication of



disputes which have arisen between the parties in relation to the lease deed dated 29.09.2016. The arbitration proceedings will be carried out under the aegis of the DIAC. Consequently, the fees of the learned sole arbitrator will be determined as per the Rules of the DIAC. Needless to state, before entering into the arbitration, the learned sole arbitrator will comply with provisions of Section 12 of the Act.

7. It is made clear that since this Court has not expressed any opinion on the merits of the rival claims of the parties, it will be open for them to file their respective claims/counter claims before the learned sole arbitrator, which will be decided in accordance with law.

8. A copy of this order be forwarded to the DIAC and the learned sole arbitrator.

REKHA PALLI, J

SAURABH BANERJEE, J

JANUARY 21, 2025/Ab