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

+ **ARB.P. 1047/2025 & I.A. 17300/2025**

APEIRON MANAGEMENT PRIVATE LIMITEDPetitioner

Through: **Mr. Sanchit Garga and Mr. Shashwat Jaiswal, Advocates**

versus

M/S ADVANT I.T. PARK PVT. LTD & ANR.Respondents

Through: **Mr. Ankur Goel, Advocate for R-1 (Through VC)**

CORAM:

HON'BLE MS. JUSTICE MANMEET PRITAM SINGH ARORA

ORDER

% 23.07.2025

1. The present petition has been filed under Section 11 of the Arbitration and Conciliation Act, 1996 ('Act of 1996') seeking appointment of arbitrator in terms of Clause 34 Lease Agreement dated 09.09.2022 ('Lease Agreement') for resolution of dispute which has arisen between the parties.
2. It is stated that the Lease Agreement was entered into between the parties for lease of Unit no. 302, 3rd Floor, Tower-A, IT Park, Plot No.7, Sector-142, Noida. It is stated that the said Lease Agreement contains an arbitral agreement, which was invoked by the Petitioner *vide* notice invoking Arbitration dated 18.10.2024.
3. At the outset, learned counsel for the Petitioner makes an oral prayer for deletion of Respondent No. 2.
4. In view of the fact that the Lease Agreement was executed between the Petitioner and Respondent No.1 and Respondent No.2 is not privy to the



said agreement, the oral prayer of the Petitioner is accepted and Respondent No. 2 is hereby deleted from the array of parties.

5. Let the amended memo of parties be filed within a period of one (1) week.

6. Mr. Ankur Goel, Advocate enters appearance on behalf of Respondent No. 1 i.e., M/S Advant I.T. Park Pvt. Ltd and accepts notice. He states that he will file his *Vakalatnama* within one (1) week.

7. Learned counsel for Respondent No. 1 states that Respondent No. 1 does not dispute the existence of an arbitration agreement and states that he has no objection if the parties are referred to arbitration.

7.1. He, however, states that the Respondent No.1 disputes the allegations made in the petition qua the merits of the disputes and reserves its rights to raise all its objections on the merits of the disputes in the arbitration before the Arbitrator.

8. Learned counsel for the Petitioner states that approximate value of the claim is Rs. 45 lakhs.

9. Learned counsel for the Respondent states Respondent would have counter claims, which shall be filed before the Ld. Arbitrator.

10. Learned counsels for the parties jointly request that keeping in view the value of the claim, an Advocate be appointed as an Arbitrator and matter be referred to the Delhi International Arbitration Centre ('DIAC') for arbitration to be held under the aegis of the DIAC.

11. This Court has heard the submission of the parties.

12. Upon perusal of the Clause '34' of the Lease Agreement, this Court is satisfied that there exists a valid arbitration clause which has been duly invoked by the Petitioner by issuing notice dated 18.10.2024. Further the



said Clause mentions that the place of Arbitration shall be New Delhi.

13. In view of the fact that there exists a valid arbitration clause, which is admitted and the said Clause has been duly invoked by the Petitioner, therefore, the present petition is allowed, leaving it open for the parties to raise their contentions on merits qua their respective claims before the Arbitrator. In addition, the following directions are passed:

- (i) Mr. Akshay Makhija, Sr. Advocate (Mob. No. 9810079901, e-mail id – akshaymakhija@gmail.com) is appointed as a Sole Arbitrator to adjudicate the disputes between the parties.
- (ii) The arbitration will be held under the aegis of the DIAC. The remuneration of the learned Arbitrator shall be in terms of Schedule IV of the Act of 1996 as amended by the DIAC Rules.
- (iii) The learned Arbitrator is requested to furnish a declaration in terms of Section 12 of the Act of 1996 before entering into the reference.
- (iv) It is made clear that all the rights and contentions of the parties, including as to the arbitrability of any of the claims/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.

14. Learned counsel for the Petitioner states that the Statement of Claim will be duly filed within four (4) weeks. The Respondent will file its Statement of Defence along with counter-claim within a period of four (4) weeks, thereafter.

15. The parties will appear for a preliminary hearing before the learned Arbitrator on 02.09.2025 at 10:30 A.M. at DIAC.

Since, the parties have been put to notice of the next date of hearing, no fresh notice needs to be issued by DIAC to the parties.

16. With the aforesaid directions, the petition stands disposed of.

17. The registry is directed to send a copy of this order to Secretary,



DIAC and the learned Arbitrator.

18. 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.

MANMEET PRITAM SINGH ARORA, J

JULY 23, 2025/rhc