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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**
+ **ARB.P. 1259/2024**

M/S T.G. LEISURE AND RESORTS PVL LTD.....Petitioner

Through: **Mr. Nityanand Singh, Ms. Yashika
and Mr. Rahul Sharma, Advocates.**

versus

**M/S SOFT KEY ROOMS HOSPITALITY SERVICES
LLPRespondent**

Through: **None.**

**CORAM:
HON'BLE MR. JUSTICE MANOJ KUMAR OHRI**

ORDER

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12.02.2025

1. By way of present petition filed under Section 11(6) of the Arbitration and Conciliation Act, 1996 (hereinafter, referred to as the 'A&C Act'), the petitioner seeks appointment of Arbitral Tribunal comprising of a Sole arbitrator, to adjudicate the disputes between the parties.
2. Learned counsel for the petitioner submits that the parties entered into a Lease Deed dated 30.01.2021, Clause 11.5 of which provides that disputes with respect to the Agreement shall be resolved through arbitration, to be held in accordance with provisions of the A&C Act.
3. The petition is accompanied by notice dated 26.03.2024 issued under Section 21 of the A&C Act, to which, though a reply was received, however, the respondent did not agree for appointment of Arbitrator.
4. The petition came to be listed on 14.08.2024, when notice was directed to be issued to the respondent by all modes. The respondent was



duly served and was represented on 26.11.2024 through a counsel (who had not given his appearance). A perusal of the order would show that the counsel appearing on behalf of the respondent had sought time to file reply and was granted two weeks' time for the same. The order dated 26.11.2024 further records that no further adjournment would be granted for the said purpose. On the next date of hearing, i.e., 17.12.2024, learned counsel for the respondent sought copy of the paper book and again sought time to file his reply.

5. Today, neither the respondent is represented, nor any reply has been filed. It appears that the respondent has no objection to the reference of disputes to the Arbitrator.

6. At this stage, learned counsel for the petitioner submits that the lease deed was executed with respect to property bearing *Khasra No. 630, Chattarpur, Hauz Khas, New Delhi* admeasuring 334.45 square meters. He further submits that the subject Lease Deed was executed in Delhi and that both the petitioner and respondent are located in Delhi, as also mentioned in the subject Lease Deed.

7. Considering the aforesaid, this Court finds no impediment in referring the disputes between the parties to a Sole Arbitrator. Accordingly, present petition is disposed of with the following directions :-

- i) The disputes between the parties under the said agreement are referred to Delhi International Arbitration Centre, Delhi High Court, Sher Shah Road, New Delhi (hereinafter, referred to as the 'DIAC') who shall nominate a Sole Arbitrator.
- ii) The arbitration will be held under the aegis of DIAC. The remuneration of the learned Arbitrator shall be in terms of DIAC



(Administrative Cost and Arbitrators' Fees) Rules, 2018 or as the parties may agree.

iii) The learned Arbitrator shall furnish a declaration in terms of Section 12 of the Act prior to entering into the reference.

iv) It is made clear that all the rights and contentions of the parties, including on the existence and validity of the Arbitration agreement, arbitrability of any of the claim/counter claim, any other preliminary objection, need and legality of interim relief, as well as contentions on merits of the dispute by either of the parties, are left open for adjudication by the learned arbitrator.

v) The parties shall approach the learned Arbitrator within two weeks from today.

8. Copy of this order be sent to DIAC for information and necessary compliance.

MANOJ KUMAR OHRI, J

FEBRUARY 12, 2025

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