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

+ **ARB.P. 1152/2025**

METROPOLITAN EVENT MANAGEMENTPetitioner

Through: Mr. Sunil Magon & Mr. Neeraj Gulati
Advocates
versus

BLU-SMART CHARGE PRIVATE LIMITEDRespondent

Through: None

CORAM:

HON'BLE MR. JUSTICE JASMEET SINGH

ORDER

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02.12.2025

1. This is a petition filed under Section 11(6) of the Arbitration and Conciliation Act, 1996 seeking appointment of an Arbitrator for adjudication of disputes between the parties.
2. The brief facts are that the parties entered into a Leave and Licence Agreement dated 30.12.2022, under which the respondent as a licensee was provided a basement parking level II area in the MGF Metropolitan Mall, District Centre, Saket, New Delhi for access to and use of 100 electric car slots with permission to develop and create EV charging infrastructure for parking and charging of electric vehicles over there on payment of monthly license fee of Rs. 6,50,000/- commencing from 20.02.2023 for the first year of the license term with an upward revision or enhancement of monthly license fee by 5% every year for the remaining duration of the term.
3. The said Leave and Licence Agreement contains an arbitration clause being Clause No. 13.2, which is extracted below:-



13.2. If any dispute, controversy or claim arises under, out of, or in relation to this Agreement, including any dispute concerning the formation, construction, interpretation, or breach of this Agreement, then such dispute shall at the first instance be attempted to be resolved through mutual good faith consultations. If the dispute is not resolved in this manner within forty-five (45) days of either Party sending a notice in this regard to the other party of such dispute, then the dispute shall be resolved by a sole arbitrator jointly appointed by both the Parties under the provisions of the Arbitration and Conciliation Act 1996 and the award made in pursuance thereof shall be final and binding between parties. . The seat and venue of the arbitration proceedings shall be New Delhi

4. Since there were disputed between the parties, the petitioner invoked arbitration *vide* legal notice dated 23.05.2025 and thereafter, filed the present petition.
5. On the last date of hearing, the counsel representing the respondent sought time to file a reply.
6. However, there is nobody appearing on behalf of the respondent today nor any reply has been filed on behalf of the respondent.
7. I am satisfied that there exists a valid arbitration clause and there are dispute between the parties which need to be adjudicated through the arbitral mechanism.
8. For the said reasons, the petition is allowed and the following directions are issued:-
 - i) Ms. Kumud Singh (Advocate) (Mob. No.9810396060) 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').

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

JASMEET SINGH, J

DECEMBER 2, 2025 / (MS)