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

+ **ARB.P. 1366/2024**

KRISHAN KUMAR GUPTA

.....Petitioner

Through: Mr. Anubhav, Adv.

versus

M/S ATC TELECOM INFRASTRUCTURE PVT. LTD.

.....Respondent

Through: Mr. Siddharth Sharma, Adv.

CORAM:

HON'BLE MR. JUSTICE JASMEET SINGH

ORDER

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14.08.2025

1. This is a petition filed under Section 11 of Arbitration and Conciliation Act, 1996 seeking appointment of an arbitrator to adjudicate the disputes between the parties.
2. The facts of the case are that the father of the petitioner, being the owner of property No. 51, Municipal No. 4944/XI, Darya Ganj, New Delhi, had entered into an Agreement on 28.12.2007 with Tata Teleservices Ltd. granting it a license to install a mobile tower on the rooftop. After Tata Teleservices exited the telecom business, the respondent entered into an Addendum Agreement on 11.12.2018 with the petitioner's father to continue the license, which was terminable with 15 days' notice.
3. Upon the demise of petitioner's father, the petitioner became the owner of the property and issued a legal notice on 28.06.2023 terminating the license and sought removal of the respondent's equipment, subsequently filing a possession suit. The respondent invoked an arbitration clause from the original 2007 Agreement and consequently, the Court allowed the



respondent's application under Section 8 of the Arbitration and Conciliation Act, 1996, and referred the matter to arbitration *vide* Order dated 19.04.2024.

4. The Agreement contains an arbitration clause being Clause 15 which reads as under:

“15. ARBITRATION

It is mutually agreed between the Parties, that in the event of any dispute, or differences in the matter of interpretation, execution or carrying out the objections and functions under this Agreement, the same shall be referred to a sole arbitrator, within the two months from the date of any dispute who shall be appointed with joint concurrence of both the parties, who shall decide the matters, whose decision shall be binding on the parties to the dispute. Place of arbitration would be at New Delhi.”

5. Mr. Siddhartha, learned counsel appears for the respondent and states that it is only the respondent who can terminate the licence between the parties. He further states that present dispute is not arbitrable in view of the addendum dated 11.12.2018 and more particularly Clause 3 which reads as under:

“This Agreement can be terminated by the Licensee by giving 15 days prior notice to the Licensor.”

6. I am unable to agree with the contention of the learned counsel for the respondent.

7. The petitioner had earlier filed a civil suit for seeking possession of the property. The respondent filed an application under Section 8 of the Arbitration and Conciliation Act, 1996 and made a submission that dispute



is covered by the Arbitration Clause. That being the stance of the respondent, the respondent today, cannot be permitted to urge that the disputes are beyond the scope of Arbitration.

8. Even otherwise, the stance of the respondent that the petitioner has no right to terminate the Licence Agreement is a dispute on merits of the matter which only an Arbitrator can decide.

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

- i) Ms. Payal Juneja, Adv. (Mob. No. 9811673686) 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 parties shall approach the learned Arbitrator within two weeks from today.
10. The present petition is disposed of in the aforesaid terms.

JASMEET SINGH, J

AUGUST 14, 2025/ DM