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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**
+ **ARB.P. 40/2024**
MANISH KUMAR MEHTA & ANR.

.....Petitioner

Through:

versus

M/S AHUJA AND ANAND BUILDWELL PRIVATE LIMITED

.....Respondent

Through: Mr. Vinod Sabharwal, Adv.

CORAM:

HON'BLE MR. JUSTICE JASMEET SINGH

ORDER

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27.05.2025

I.A. 750/2024

1. Allowed subject to all just exceptions.
2. The application stands disposed of.

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3. This is a petition filed under Section 11 of the Arbitration and Conciliation Act, 1996 seeking appointment of an Arbitrator for adjudication of disputes between the parties.
4. The petitioner and the respondent entered into a Lease Deed dated 17.03.2017 for Shop bearing No. 697 measuring 50 sq. mtrs. of covered area and 100 sq. mtrs. of super area in the lower ground floor of the commercial complex known as World Square Mall.
5. The said Lease Deed contained arbitration clause being Clause No. 24 which reads as under:-

“24. That Any and all claims, disputes, questions or controversies involving the Parties and arising out of or in connection with or relating to this Agreement, shall be



resolved by arbitration in accordance with Arbitration and Conciliation Act, 1996 and the rules made thereunder or any amendments made thereof. For the purpose of such arbitration, the dispute shall be referred to a sole arbitrator, as appointed by the first part/Landlord and the Second part/Tenant, by their mutual consent. Hence there forth the decision of the arbitrator shall be final and binding on both the parties. The arbitration proceedings shall be conducted in English and place of arbitration shall be New Delhi. The arbitral award shall be final and binding on the Parties.”

6. The respondent offered to surrender tenancy on 12.09.2020 but the petitioner refused to take possession. Subsequently, the petitioner claimed that the respondent had failed to pay the rent due and therefore issued a Legal Notice dated 16.10.2023 invoking arbitration. Thereafter, the petitioner filed the present petition.
7. The fact whether any amount is due and payable to the petitioner by the respondent is an issue on merit which will be decided by the learned arbitrator.
8. Mr. Sabharwal, learned counsel for the respondent has no objection if an arbitrator is appointed in the matter.
9. For the said reasons, the petition is allowed and the following directions are issued:-
 - i) Delhi International Arbitration Centre, Delhi High Court, Sher Shah Road, New Delhi (hereinafter, referred to as the ‘DIAC’) will appoint an Arbitrator out of the Panel of the Advocates maintained by it.
 - ii) The arbitration will be held under the aegis and rules of 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

MAY 27, 2025 / (MS)

Click here to check corrigendum, if any