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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**
+ **ARB.P. 1407/2024**

VASHIST AND ASSOCIATESPetitioner
Through: Mr. Sunil Dutt, Advocate.

versus

SOFT KEY ROOMS HOSPITALITY SERVICES
LLPRespondent
Through: Mr. Parminder Singh Goindi,
Advocate.

CORAM:
HON'BLE MR. JUSTICE MANOJ KUMAR OHRI

ORDER

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25.02.2025

1. By way of present petition filed under Section 11 of the Arbitration and Conciliation Act, 1996 (hereinafter, referred to as the 'A&C Act'), the petitioner seeks constitution of an Arbitral Tribunal comprising of a Sole Arbitrator, to adjudicate upon the disputes between the parties.
2. Learned counsel for the petitioner submits that the petitioner and respondent entered into a Lease Deed dated 05.09.2020, Clause 30 whereof provides for resolution of disputes arising between the parties in the context of the said agreement through arbitration in accordance with provisions of the A&C Act.
3. Disputes having arisen, the petitioner invoked arbitration vide notice dated 07.05.2024 issued under Section 21 of the A&C Act.
4. Learned counsel for the respondent appears through V.C. and submits that without prejudice to its rights and contentions, the answering respondent



is agreeable to exploring the possibility of an amicable settlement and accordingly, prays for the matter to be referred to mediation at the first instance, and in case disputes are not resolved, the parties be referred to Arbitral Tribunal.

5. Learned counsel for the petitioner also accedes to the above proposal.

6. In light of the above submissions, list the matter before *Samadhan*, Delhi High Court Mediation & Conciliation Centre on 04.03.2025.

7. In case no settlement is arrived at between the parties within a period of four weeks or till further period as the parties may jointly agree, the matter shall stand referred to arbitration. In view of the above, the present petition is disposed of with the following directions:

i) The matter shall stand referred to Mr. Sanyam Khetarpal, Advocate (Mob. 9873674225, email: sanyam@khetarpal.co.in) who is appointed as the Sole Arbitrator to adjudicate the disputes between the parties.

ii) The arbitration will be held under the aegis of the Delhi International Arbitration Centre, Delhi High Court, Sher Shah Road, New Delhi hereinafter, referred to as the '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 including of limitation, are left



open for adjudication by the learned arbitrator.

v) The parties shall approach the learned arbitrator within two weeks thereafter, in case of failure to reach an amicable settlement before *Samadhan*.

FEBRUARY 25, 2025/ga

MANOJ KUMAR OHRI, J