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

+ **ARB.P. 1445/2024**

SURJIT LAL BHOPAL

.....Petitioner

Through: Mr. Bhuvanesh Sehgal and Mr.
Aditya Chopra, Advocates.

versus

M/S R AND B SOLUTIONS & ORS.

.....Respondents

Through:

CORAM:

HON'BLE MR. JUSTICE SUBRAMONIUM PRASAD

ORDER

22.01.2025

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1. The Petitioner has approached this Court under Section 11 (6) of the Arbitration and Conciliation Act, 1996 seeking appointment of an Arbitrator to adjudicate upon the disputes which have arisen between the parties under a registered Lease Deed dated 28.04.2023 entered into between the parties.
2. It is stated that the Respondent has taken a premises being M-50, Basement Ground Floor, Greater Kailash-II, New Delhi-110048 from the Plaintiff on lease. It is stated that the Respondent has defaulted in payment of rent to the Petitioner. It is stated that a notice under Section 106 of the Transfer of Property Act was issued to the Respondent on 11.03.2024. The Petitioner instituted a suit being CS (Comm) No.330/2024 before the Saket Court for payment of arrears. It is stated that the Respondent has filed an application under Section 8 of the Arbitration and Conciliation Act, 1996 stating that the parties have agreed to adjudicate the dispute by way of arbitration and the suit cannot be proceeded further and resultantly, *vide*



Order dated 04.07.2024 passed by the Saket Court, the plaint was returned to the Petitioner with direction to the parties to get the dispute adjudicated in terms of Clause 34 of the Lease Deed dated 28.04.2023. The Petitioner has therefore approached this Court for appointment of an Arbitrator.

3. Notice in the Petition was issued on 18.09.2024. The office report indicates that Respondent No.1 was served on the second address. Respondent No.2 was served on the first address and Respondent No.3 was served on the first address as per the memo of parties. The office report also indicates that Respondents No.1 to 3 was served through e-mail.

4. It is stated by learned Counsel for the Petitioner that he will also file an affidavit of service before this Court showing the fact that the Respondents have been served.

5. Since the disputes have arisen between the parties, a notice invoking arbitration was sent on 26.07.2024. Clause 34 of the Lease Deed dated 28.04.2023 contains an Arbitration Clause, which reads as under:-

“Any dispute between both the parties shall be referred to Arbitration in accordance with the provisions of the Arbitration and Conciliation Act, 1996.”

6. Since the disputes have arisen between the parties and there is an arbitration clause in the Lease Deed dated 28.04.2023, this Court is inclined to appoint an Arbitrator to adjudicate upon the disputes which have arisen between the parties.

7. Accordingly, Mr. Himanshu Pal Singh, Advocate (Mob. No.9911600411) is appointed as a Sole Arbitrator to adjudicate upon the disputes between the parties.

8. The arbitration would take place under the aegis of the Delhi



International Arbitration Centre (DIAC) and would abide by its rules and regulations. The learned Arbitrator shall be entitled to fees as per the Schedule of Fees maintained by the DIAC.

9. The learned Arbitrator is also requested to file the requisite disclosure under Section 12(2) of the 1996 Act within a week of entering on reference.

10. All rights and contentions of the parties in relation to the claims/counter-claims are kept open, to be decided by the learned Arbitrator on its own merits, in accordance with law.

11. It is made clear this Court has not made any observation on the merits of the case and as to whether Respondent No.2 is a necessary party or not.

12. The present petition stands disposed of in the above terms along with pending application(s), if any.

SUBRAMONIUM PRASAD, J

JANUARY 22, 2025

RJ