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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**
+ **ARB.P. 1690/2024**
KARAN TANWAR AND OTHERSPetitioners

Through: Mr. Salim Malik, Mr. Deen Mohd.,
Advvs.

versus

ASHIMARA HOUSING PRIVATE LIMITED AND OTHERS
.....Respondents
Through: Ms. Smiti Verma, Adv.

CORAM:
HON'BLE MR. JUSTICE JASMEET SINGH

% **ORDER**
26.03.2025

1. This is a petition filed under Section 11 of the Arbitration and Conciliation Act, 1996 arising out of registered Lease Deed Agreement executed between the petitioner and respondents dated 03.07.2018.
2. The petitioners are owners of D-52, Village Bhishanpura (Mazra Chaura), Tehsil Dadri, District Gautam Budh Nagar, U.P., area measuring 700 sq. yards comprising of 97 dwelling/units and 1 basement. The same was let out to the respondents at an initial monthly rent of Rs. 8 lakhs per month and thereafter the same was to be increased 10% in terms of the lease deed.
3. The lease deed contains arbitration clause being Clause 9 which reads as under:

“9 Dispute Resolution

9.1. In the event of any dispute arising out of the terms of this Deed



the same shall, at the first instance, be resolved amicably between the Parties through mediation. In the event that such dispute or any part thereof is not resolved through mediation within a period of 60 days, such dispute or part thereof shall be referred to arbitration to be held as per the Arbitration and Conciliation Act, 1996, as amended from time to time. The arbitration shall be conducted by a sole arbitrator mutually appointed by the Parties. The seat of Arbitration shall be New Delhi and the language of the Arbitration shall be English. The decision of the arbitrator shall be final and binding on the Parties hereto. Costs shall be shared equally between the Parties. Without prejudice to the aforesaid, the Parties hereby agree that any proceedings for interim relief and for any other relief in connection with the dispute shall be subject to the exclusive jurisdiction of the Courts at Delhi.”

4. The petitioner invoked arbitration *vide* legal notice dated 27.08.2024.
5. The amended memo of parties records Mr. Shubha Lal as respondent No. 2. Mr. Malik, learned counsel for the petitioner on instructions states that the respondent No. 2 may be deleted and the memo of party shall read only Ashimara Housing Pvt. Ltd. as the only respondent.
6. His statement is taken on record.
7. Mr. Malik, learned counsel for the petitioner states that the present petition is only seeking adjudication of rentals paid contrary to the terms of the Lease Deed and no amounts are claimed which are beyond the period of limitation.
8. He further states that the petitioner is not claiming rents for the year 2018 as mentioned in the synopsis as that amount has been adjusted by the



petitioner from subsequent rents.

9. I am of the view that the same will be decided by the Arbitrator as and when the Statement of Claim is filed by the petitioner.

10. Further, Mr. Malik, learned counsel for the petitioner states that no claims are being sought to be referred for adjudication which are barred by limitation.

11. Ms. Verma, learned counsel for the respondent has no objection to the appointment of an Arbitrator provided all rights, contentions and counter-claims of the respondent are left open.

12. For the said reasons, the petition is allowed with the following directions:

- i) Mr. Gautam Narayan, Sr. Advocate (Mob. No. 9811411735) is appointed as a 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').
- 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.
13. The present petition is disposed of in the aforesaid terms.

JASMEET SINGH, J

MARCH 26, 2025/DM

Click here to check corrigendum, if any