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

+ **ARB.P. 1785/2024**

GULSHAN KUMAR ANAND THROUGH A.R. KAMAL ANAND

.....Petitioner

Through: Mr. Sumit Sharm & Mr. Arvind
Vashishtha, Advs. with petitioner in
person through VC.

versus

RAKESH KUMAR

.....Respondent

Through: None.

CORAM:

HON'BLE MR. JUSTICE JASMEET SINGH

ORDER

% **07.04.2025**

1. This is a petition filed under section 11(5) and 11(6) of Arbitration and Conciliation Act, 1996, seeking appointment of an Arbitrator for adjudicate of disputes between the parties arising out of the Lease Agreement dated 08.12.2020.
2. The facts are that the petitioner and the respondent entered into a Lease agreement on 08.12.2020 for occupation of the premises of the petitioner by the respondent. On the same date, the respondent issued post-dated cheque as payment for the agreed rent under the Lease Agreement.
3. Since there were disputes between the petitioner and the respondent regarding the arrears of rent to be paid by the respondent, the petitioner filed a civil suit for recovery before the learned Civil Judge-II, South West, Dwarka Courts, New Delhi, which was dismissed under Order VII Rule 11(d) of CPC in view of the arbitration clause present in the Lease Agreement.
4. The lease agreement contains an Arbitration Clause, being clause No.



23, which reads as under:

“23. In case of any difference arising out of any of the terms and conditions and covenants herein contained or any dispute or claims arising and/or touching this Agreement, the Parties shall first attempt to resolve the dispute by mutual discussion/s and negotiations. In case they fail to arrive at amicable solution to the dispute, the Parties shall mutually agree and appoint a sole arbitrator. The arbitration proceedings shall be conducted as per the Arbitration and Conciliation Act 1996, and any modifications and re-enactments thereof. The arbitration proceedings shall be held at Delhi and conducted in the English language. Each Party submits to the jurisdiction of courts of Delhi for the purpose only of compelling compliance with the above arbitration provisions and for enforcement of any arbitration award made in accordance with the above provisions.”

5. Since there were disputes between the parties, the petitioner issued Legal Notice(s) dated 10.02.2024 and 31.05.2024, invoking arbitration.
6. Thereafter the present petition has been filed.
7. Mr. Sandeep Vyas and Mr. Yogesh Rohilla, Advs appeared for the respondent on the last date and sought time to file a reply. Neither any reply has been filed, nor is anyone appearing on behalf of the respondent.
8. I am satisfied that there are disputes existing between the parties which needs to be resolved through the arbitration mechanism.
9. For the said reasons, the petition is allowed and the following



directions are issued:-

- (i) DIAC will appoint an Arbitrator out of the Panel of the Advocates maintained by the DIAC.
 - (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 DIAC within two weeks from today.
10. The present petition is disposed of in the aforesaid terms.

JASMEET SINGH, J

APRIL 7, 2025/pk

[Click here to check corrigendum, if any](#)