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

+ **ARB.P. 1798/2024**

RAJESH KUMAR

.....Petitioner

Through:

versus

M/S GTL INFRASTRUCTURE LIMITED

.....Respondent

Through: Mr. Gautam Mishra, Adv.

CORAM:

HON'BLE MR. JUSTICE JASMEET SINGH

ORDER

18.03.2025

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1. This is a petition filed under Section 11(5) of the Arbitration and Conciliation Act, 1996 (“1996 Act”) seeking appointment of an Arbitrator to adjudicate the disputes pending between the parties arising out of License Agreement dated 06.02.2009 (“Agreement”).
2. The parties entered into the said Agreement for 900 sq. ft. on the terrace of the property bearing No. H. No. D-263, Gali No. 9, Chhattarpur Pahari, New Delhi – 110074 for a period of 10 years. The said agreement was extended by Supplementary Agreements.
3. The agreements contained arbitration clause being clause No. 21 which reads as under:



“21: Any dispute or claim between the parties hereto arising out of or relating to this agreement, or its implementation and/ or its side effect, or the breach, termination, due to efflux of time or otherwise, or invalidity thereof, either during its subsistence or after its termination, shall be referred to the arbitration of a sole arbitrator in accordance with the provisions of Arbitrations and Reconciliation Act 1996. The Arbitration shall be held at New Delhi.”

4. The Supplementary Agreements were only for the extension of the tenure and the increase in the rent.
5. Before filing this petition, the petitioner filed a Civil Suit seeking recovery of money wherein the respondent filed an application under Section 8 of 1996 Act which was allowed.
6. Since there were disputes between the parties, the petitioner invoked arbitration clause *vide* legal notice dated 15.07.2024.
7. Mr. Mishra, learned counsel appears on behalf of the respondent and has no objection to the petition being allowed.
8. I am satisfied that there are disputes pending between the parties which need to be adjudicated in accordance with the Arbitration and Conciliation Act, 1996.
9. For the said reasons, the petition is allowed and the following directions are issued:-
 - i) Ms. Chand Chopra (Advocate) (Mob. No. 9915907494) 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.
10. The present petition is disposed of in the aforesaid terms.

JASMEET SINGH, J

MARCH 18, 2025/sp

Click here to check corrigendum, if any