



\$~18

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

+ **ARB.P. 1804/2024 and I.A. 1878/2025**

SANGITA MEHRA

.....Petitioner

Through: Mr.Raman Kapur, Sr.Advocate with
Mr.Varun Kapur, Advocate

versus

JAIPREET SINGH KLER

.....Respondent

Through: Mr.Sunil K. Mittal, Mr.Anshul Mittal
and Mr.Sarthak Tagra, Advocates

CORAM:

HON'BLE MR. JUSTICE MANOJ KUMAR OHRI

ORDER

%

23.01.2025

1. By way of present petition filed under Section 11(6) of the Arbitration and Conciliation Act, 1996 (hereinafter, referred to as the 'A&C Act'), the petitioner seeks appointment of Arbitral Tribunal comprising of a Sole Arbitrator in the context of registered Lease Deed dated 29.03.2022 whereby the respondent has leased out the premises bearing *House No.3, 16 Chinara Drive, Village Chattarpur, New Delhi- 110074* for a period of five years, to adjudicate the disputes between the parties.

2. The petitioner claims that subsequently, the respondent approached the petitioner for an interest-free, friendly loan of Rs.70,00,000/- for a period of 90 days and in return, offered to extend the duration of Lease Deed by additional period of 7 seven years, i.e., till 2034. Subsequently, a Memorandum of Understanding (MOU) was executed on 17.03.2023 between *M/s Ashok Kumar Mehra and Sons (HUF)* and the respondent, through their attorney, *Mr. Harpreet Singh Kler*. Again, in July 2023, the



respondent approached the petitioner for another interest-free, friendly loan for Rs.70,00,000/- for a period of 60 days, against which another offer was made to further extend the period of the said Lease Deed for an additional period of five years, i.e., up to 02.02.2039. As a result, another Memorandum of Understanding was executed on 13.07.2023. It is the petitioner's contention that the respondent had himself suggested that instead of executing a second Addendum to the Lease Deed and to save legal charges, the necessary changes be made in the earlier Addendum to the subject Lease Deed. The subject Lease Deed under Clause 21 provides for disputes to be referred to a Sole Arbitrator as per the A&C Act. The place of arbitration is designated as New Delhi. The disputes having been arisen, the petitioner claims to have issued notice dated 05.10.2024 invoking arbitration which was served on the respondent, to which no reply has been received till date.

3. Learned Senior Counsel for the petitioner submits that vide the aforesaid Addendum, only the aspect of duration of lease was modified with all the other conditions of the Lease Deed being retained, including the arbitration clause.

4. Learned counsel for the respondent, on the other hand, though admitting the execution of the Lease Deed, submits that the Addendum placed on record is forged and that the petitioner has deliberately not produced the original copy on record. It is further contended that the said Addendum was without any consideration and therefore, unenforceable.

5. Admittedly, the subject Lease Deed was executed between the parties. The Lease Deed provides for reference of disputes arising between the parties to arbitration and the notice invoking arbitration was issued by the



petitioner on 05.10.2024.

6. Without going into the controversy as to whether any subsequent Addendum was executed or not, it is deemed apposite to refer the present dispute to the Arbitral Tribunal. In view of the same, the present petition is disposed of with the following directions:

- i) The disputes between the parties under the said agreement are referred to the Arbitral Tribunal.
- ii) Mr. Anuj P Agarwala, Adv (Mob. No. 9811885242) is appointed as the Sole Arbitrator to adjudicate the disputes between the parties.
- iii) 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.
- iv) The learned Arbitrator shall 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 on 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.

7. The pending application is also disposed of.

MANOJ KUMAR OHRI, J

JANUARY 23, 2025/na