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

+ **ARB.P. 1815/2025**

M/S LOGICAL ENGINEERS PVT. LTD.Petitioner

Through: **Mr. Nitesh Jain, Mr. Nishant Bhargava, Mr. Vatsal Chandra and Ms. Drishti Yadav, Advocates.**

versus

RAHUL KAMRARespondent

Through: **Mr. Akshat Gupta, Advocate.**

CORAM:

HON'BLE MR. JUSTICE AMIT BANSAL

ORDER

16.12.2025

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1. The present petition has been filed under Section 11(6) of the Arbitration and Conciliation Act, 1996 ('Act') seeking appointment of a Sole Arbitrator for the adjudication of the disputes between the parties arising out of a Parking Lot Operation Agreement dated 30th July, 2021 ('Agreement') entered into between the parties. As per the terms of the Agreement, the respondent was granted license to operate the parking lot on a monthly license fee of Rs. 3,09,322/- plus GST for a period of five years from 1st July, 2025 to 30th June, 2024.
2. Counsel for the petitioner submits that the Agreement contains an arbitration clause, *i.e.* Clause 17, which provides for adjudication of any disputes arising between the parties by way of arbitration. For ease of reference, Clause 17 of the Agreement is set out below:



17. Arbitration: In the event a dispute arises in connection with the validity, interpretation, implementation or alleged breach of this Agreement, the Parties shall attempt in the first instance to resolve such dispute through negotiations. If the dispute is not resolved through negotiations within twenty one days after commencement of discussions or such longer period as agreed by the parties in writing, then either party may refer the dispute for resolution through arbitration of a Sole Arbitrator. The arbitrator shall be a retired judge of High Court and will be appointed by parties with mutual consent. In absence of agreement over the appointment of the Sole Arbitrator, the appointment shall be in accordance with the provisions of Arbitration and Conciliation Act, 1996. The venue of arbitration shall be New Delhi. The provisions of this Article shall survive the tenure/termination of this agreement.

3. Counsel appears on behalf of the respondent.
4. An earlier commercial suit filed by the petitioner herein seeking eviction and recovery of license fees before the Rohini Courts, Delhi. An application was filed on behalf of the respondent under Order VII Rule 11 of the Code of Civil Procedure, 1908 (CPC) in which the stand taken by the respondent was that the suit filed by the petitioner herein is not maintainable in view of an arbitration clause contained in the Agreement between the parties.



5. In light of the aforesaid objection taken, the petitioner withdrew the said suit with liberty to initiate arbitration proceedings.
6. Subsequently, the petitioner issued a notice dated 9th September, 2025 to the respondent invoking the aforesaid arbitration clause under Section 21 of the Act. However, the respondent failed to respond to the aforesaid notice. Hence, the petitioner has been constrained to approach this Court by way of the present petition.
7. Accordingly, the disputes between the parties under the Agreement are referred to the Arbitral Tribunal comprising a Sole Arbitrator.
8. Justice (Retd.) Mohammad Rafiq, (Mobile No. +91-9414055777) is appointed as a Sole Arbitrator to adjudicate the disputes between the parties.
9. The following directions are issued in this regard:
 - a. The arbitral proceedings shall be held under the aegis of the Delhi International Arbitration Centre, Delhi High Court, Sher Shah Road, New Delhi (hereinafter '**DIAC**').
 - b. The remuneration of the Arbitrator shall be in terms of DIAC (Administrative Cost and Arbitrators' Fees) Rules, 2018.
 - c. The Arbitrator is requested to furnish a declaration in terms of Section 12 of the Act prior to entering into the reference. In the event there is any impediment to the Arbitrator's appointment on that count, the parties are given liberty to file an appropriate application before this Court.
 - d. The parties shall approach the Arbitrator within two (2) weeks from today.
10. It is made clear that all the rights and contentions of the parties, including the arbitrability of any of the claims and/ or counter claims, any



other preliminary objections as well as claims on merits of the dispute of either of the parties, are left open for adjudication by the Arbitrator.

11. The petition stands disposed of in the aforesaid terms.

12. Needless to state, nothing in this order shall be construed as an expression of this Court on the merits of the case.

AMIT BANSAL, J

DECEMBER 16, 2025

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