



\$~O-53

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

+ **ARB.P. 1882/2024 and I.A. 1554/2025**

YUVRAJ IMPEX PVT. LTD.

.....Petitioner

Through: Mr.Akshat Gupta, Mr.Abdhesh
Chaudhary, Mr.Sriram, Mr.Adeeb
Arshad, Advocates.

versus

STARLIT RESTAURANTS PVT. LTD.

.....Respondent

Through: Mr.Mohit Chaudhary, Mr.Kunal
Sachdeva, Mr.Raghav Dikshit and
Ms.Nimmi, Advocates.

CORAM:

HON'BLE MR. JUSTICE PURUSHAINDRA KUMAR KAURAV

ORDER
21.01.2025

%

I.A. 1554/2025

1. The matter is already listed for 21.02.2025 and is now taken up on I.A.1554/2025, an application filed for an early hearing in the matter.
2. For the reasons stated in the application, the same stands allowed.
3. The application stands disposed of.

ARB.P. 1882/2024

1. The present petition has been filed under Section 11(6) of the Arbitration and Conciliation Act, 1996 (the 1996 Act) by the petitioner seeking the appointment of an Arbitrator to adjudicate upon the dispute that has arisen between the parties under the Lease Deed dated 18.08.2023, wherein, the petitioner alleges that an amount of ₹ 1,00,00,000/- is due



towards the respondent.

2. Learned counsel appearing on behalf of the parties jointly submits that the controversy can be referred to an Arbitrator through the Delhi International Arbitration Centre (DIAC).

3. The Court takes note of Clause 22 of the Lease Deed dated 18.08.2023, which reads as under:-

“22. DISPUTE:

All or any disputes arising out or, touching upon, connected with, concerning or in relation to the terms of this lease agreement including the interpretation and validity of the terms thereof and the respective right and obligations of the Parties shall be settled through arbitration. The arbitration shall be governed by the Arbitration & Conciliation Act, 1996 or any statutory amendments/ modifications thereof for the time being in force.

The arbitration proceedings shall be held at New Delhi by the sole Arbitrator who shall be appointed by mutual consent of both parties and whose decision shall be final and binding upon the Parties, the arbitration proceeding shall be in English language only.”

4. In view of the aforesaid, the Court finds that the parties unequivocally agreed to the ventilation of their grievance by way of the Arbitration under Clause 22 of the Lease Deed dated 18.08.2023. Therefore, there is no impediment in relegating the parties to Arbitration proceedings.

5. The parties agree to be governed by the arbitration proceedings; which would take place under the aegis of the DIAC and would abide by its rules and regulations. The DIAC shall appoint an Arbitrator within three days from the date of receipt of a copy of the order passed today.

6. The learned Arbitrator shall be entitled to fees as per the Schedule of Fees maintained by the DIAC.

7. The learned arbitrator is also requested to file the requisite disclosure



under Section 12 (2) of the 1996 Act within a week of entering on reference.

8. The registry is directed to send a receipt of this order to the learned arbitrator through all permissible modes, including through e-mail.

9. All rights and contentions of the parties in relation to the claims/counter-claims are kept open, to be decided by the learned Arbitrator on their merits, in accordance with law.

10. The petition stands disposed of in the aforesaid terms along with the pending application.

11. The date earlier fixed i.e. 21.02.2025 stands cancelled.

PURUSHAINdra KUMAR KAURAV, J

JANUARY 21, 2025

Nc/@m