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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**
+ **ARB.P. 2134/2024**

SMART PARTS ONLINE PVT LTDPetitioner
Through: **Mr. Himanshu Gupta, Adv.**

versus

**MESSERS AFFORDABLE INFRASTRUCTURE AND HOUSING
PROJECTS PVT LTD**Respondent
Through: **Mr. Syed Fazl Askari, Adv.**

CORAM:
HON'BLE MR. JUSTICE JASMEET SINGH

ORDER
09.04.2025

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1. This is a petition filed under Section 11 of the Arbitration and Conciliation Act, 1996 seeking appointment of an Arbitrator to adjudicate the disputes between the parties.
2. The petitioner and the respondent entered into a Sub-Lease Deed dated 20.02.2020 for a period of 3 years 3 months starting from 07.01.2020.
3. Pursuant to the said Deed, the respondent had leased the premises to the petitioner and the petitioner was the sub-lessee.
4. The petitioner had paid a non-refundable security deposit which was to be returned at the time of handing over of the possession.
5. The vacant and peaceful possession of the premises was handed over to the respondent but the refundable security deposit has not been paid till date.
6. The petitioner invoked the arbitration clause on 21.10.2024 being Clause No. 24.2 of the said Deed which reads as under:

“24. Dispute Resolution and Jurisdiction

24.1. Subject to Clause 24.2 below, all disputes between parties shall



be subject to exclusive jurisdiction of Gurugram.

24.2. Any and all disputes arising out of or in relation to or in connection with this Sub-Lease Deed relating to the performance or non-performance of the rights and obligations set forth herein or the breach, termination, invalidity or interpretation thereof shall be referred for arbitration in accordance with the provisions of the Arbitration and Conciliation Act, 1996 [as amended by the Arbitration and Conciliation (Amendment) Act, 2019] or any further amendment or re-enactment thereof. All such disputes/claims shall be referred to arbitration to be decided by the sole arbitrator mutually appointed by both the Parties. If the Parties fail to agree on the sole arbitrator within 30 (thirty) days from receipt of a request by one Party for the purpose from the other Party, then the appointment of the sole arbitrator shall be made in accordance with the provisions of Arbitration and Conciliation Act, 1996. The venue/seat of arbitration shall be in New Delhi, India. The fee of the arbitrator shall be borne by the Party as directed by the arbitrator. Additionally, the arbitrator shall have the right to award costs and fee for arbitration. The arbitral award shall be in writing and shall be final and binding on the Parties and shall be enforceable in any court of competent jurisdiction.”

7. Mr. Askari, learned counsel for the respondent has no objection for the appointment of an Arbitrator.

8. For the said reasons, the petition is allowed with the following directions:

i) Mr. Shyam Sharma (Adv.) (Mob. No. 9810153965) 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.
9. The present petition is disposed of in the aforesaid terms.

JASMEET SINGH, J

APRIL 9, 2025/DM

Click here to check corrigendum, if any