



\$~23

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

+ **ARB.P. 380/2025**

MIS. PRUSTEL LIVING PRIVATE LTD.

.....Petitioner

Through: Mr. Tushar Jarwal, Mr. Rahul Sateeja
& Mr. Vikrant A. Maheshwari, Advs.

versus

SHRI RAVINDER PAL TOMAR & ORS.

.....Respondents

Through: Mr. Abhinash Kumar Mishra, Adv.
for R-1 to 3.

CORAM:

HON'BLE MR. JUSTICE JASMEET SINGH

ORDER

02.04.2025

%

1. This is a petition under Section 11 of Arbitration and Conciliation Act, 1996, seeking appointment of an Arbitrator to adjudicate the disputes arising between the parties.
2. The respondent let out premises in terms of Leave and License Agreement dated 04.04.2022 in respect of property bearing Khasra No.504 Mauza Bharuvala Grant Subhash Nagar, Clement Town, Dehradun Uttarakhand.
3. As per the Leave and License Agreement, the petitioner was to get the premises for a period of three years for providing residential accommodation to students.
4. As per the petitioner, the possession of the premises was handed over



later (contrary to the terms of the Lease) and thereafter, the respondent forcefully dispossessed the petitioner.

5. The Arbitration Clause, being clause no.24, reads as under:

“24. This Leave and license Agreement shall be governed by and interpretation in accordance with the laws of India and matter shall referred to arbitration in case of any dispute at New Delhi.”

6. In terms of the Arbitration Clause, the petitioner invoked arbitration *vide* Legal Notice dated 30.04.2024.

7. Mr. Mishra, learned counsel for the respondent appears and states that in the present case, the possession was handed over in time. He further states that the property-in-question has already been sold by the respondent and subsequent purchasers, have not been impleaded as a party.

8. I have heard the learned counsel for the parties.

9. The Court at the stage of Section 11 is only required to see the existence of an arbitration agreement and existence of disputes. The fact whether the petitioner was dispossessed, or abandoned the project or whether the lease premises were handed over in time or not, are questions attaching the merits of the disputes and are in the exclusive domain of the Arbitral Tribunal.

10. As regards the issue of subsequent purchasers being impleaded as respondent, it is the case of the petitioner that his claims are not for specific performance, but only for losses caused by the non-performance of the obligations by the respondents.



11. For the said reasons, I am satisfied that the subsequent purchasers are not required to be impleaded as respondent, as the disputes are only arising out of the Leave and License Agreement and the compliance/non-compliance of the obligations contained therein.
12. Whether the doctrine of *lis pendens* is to apply or not, will be decided by the Arbitrator as and when the issues are raised by the parties.
13. For the said reasons, the petition is allowed and the following directions are issued:-
- i) Mr. Ram Krishan Watel, Advocate (Mob. No. 9810031696) 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.

14. The present petition is disposed of in the aforesaid terms.

JASMEET SINGH, J

APRIL 2, 2025/pk

Click here to check corrigendum, if any