

Chl Limited vs M/S. Retail Concepts And Designs And ... on 1 April, 2025

Author: Purushaindra Kumar Kaurav

Bench: Purushaindra Kumar Kaurav

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IN THE HIGH COURT OF DELHI AT NEW DELHI

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ARB.P. 1784/2024

Date of Decision

IN THE MATTER OF:

CHL LIMITED

Through: Mr. Ravi Kant Chadha, Sr

Ms. Mansi Chadha, Adv.

versus

M/S. RETAIL CONCEPTS AND DESIGNS AND ANR.

.....Respondents

Through: Mr. Sameer Chandra, Mr. Wiqar
Ahmed and Mr. Shubham Parashar,
Adv.

HON'BLE MR. JUSTICE PURUSHAINDRA KUMAR KAURAV
JUDGEMENT

PURUSHAINDRA KUMAR KAURAV, J. (ORAL)

1. The petitioner has filed the present petition for the following relief:-

"(a) Appoint independent Sole Arbitrator for adjudicating the disputes that had arisen between the Petitioner and the Respondents in accordance with the terms of License Agreement."

2. Learned counsel appearing for the petitioner submits that the respondents are in breach of the license agreement entered, by not paying the monthly license charges, which are fixed at Rs. 9875/- for the suit premises, i.e. Shop No.D-6, Shopping Arcade, Hotel The Surya, New Friends Colony, New Delhi.

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KUMAR KAURAV

3. Learned counsel submits that clause No.42 of the license agreement provides for resolution of dispute(s) through an Arbitrator, who is to be appointed under the Arbitration and Conciliation Act. The Court has perused Clause 42 of the lease deed, which reads as under:-

"That in case of any dispute/difference between the licensor and licensee with regard to any matter including interpretation of this document. The same be referred to the sole arbitration as per the Arbitration Act."

4. Mr. Sameer Chandra, learned counsel appearing for the respondents, however, opposes the submissions and contends that one of the partners is not arrayed as the respondent, and he further contends that the instant dispute cannot be referred to Arbitration as the same falls beyond the scope of the arbitration clause.

5. I have considered the aforesaid submissions and perused the record.

6. It is evident that where there exists an arbitration clause and in the event any dispute has arisen, there is no impediment in appointing an independent Sole Arbitrator for adjudicating the disputes. In this regard, reference can be made to the decisions of the Supreme Court in Perkins Eastman Architects DPC v. HSCC (India) Ltd.,¹ TRF Limited v. Energo Engineering Projects Ltd.,² Bharat Broadband Network Limited v. United Telecoms Limited.,³ and Interplay between Arbitration Agreements under the Arbitration & Conciliation Act, 1996 & the Indian Stamp Act, 1899 , In re 4.

7. Since Clause 42 of the license agreement unequivocally contains a (2020) 20 SCC 760 (2017) 8 SCC 377 2019 SCC OnLine SC 547 2023 SCC OnLine SC 1666.

Digitally Signed By:PRIYA Digitally Signed Signing Date:04.04.2025 By:PURUSHAINDRA 16:31:23 KUMAR KAURAV provision for arbitration, therefore, under the facts of the present case and reserving all rights and contentions of the parties, the Court deems it appropriate to appoint, Ms. Mahima Ahuja, Advocate (Mob No.+91 7830841241, Email: mahima98ahuja@gmail.com) as the Sole Arbitrator to adjudicate the dispute.

8. The Sole Arbitrator may proceed with the arbitration proceedings, subject to furnishing to the parties the requisite disclosures as required under Section 12 of the Arbitration and Conciliation Act.

9. The Sole Arbitrator shall be entitled to fee in accordance with the IVth Schedule of the Arbitration and Conciliation Act or as may otherwise be agreed to between the parties and the learned Sole Arbitrator.

10. The parties shall share the arbitrator's fee and arbitral cost, equally.

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

12. Needless to state, nothing in this order shall be construed as an expression of opinion of this Court on the merits of the controversy. All rights and contentions of the parties in this regard are reserved. Let the copy of the said order be sent to the newly appointed Arbitrator through the electronic mode as well.

13. Accordingly, the instant petitions stand disposed of.

PURUSHAINDRA KUMAR KAURAV, J APRIL 01, 2025/p/sp Digitally Signed By:PRIYA Digitally Signed Signing Date:04.04.2025 By:PURUSHAINDRA 16:31:23 KUMAR KAURAV