

Chandra Shekhar Garg vs Reliance Projects And Property ... on 3 April, 2025

Author: Purushaindra Kumar Kaurav

Bench: Purushaindra Kumar Kaurav

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* IN THE HIGH COURT OF DELHI AT NEW DELHI
+ ARB.P. 473/2025

Date of Decision: 0

IN THE MATTER OF:
CHANDRA SHEKHAR GARG

Through: Mr. Yash Agarwal and Ms.
Adv.

versus

RELIANCE PROJECTS AND PROPERTY MANAGEMENT
SERVICES LIMITEDRespondent

Through: Mr. K.R. Sasiprabhu, Mr. Sharma and Mr. Mohammed I
Adv.

HON'BLE MR. JUSTICE PURUSHAINDRA KUMAR KAURAV
JUDGEMENT

PURUSHAINDRA KUMAR KAURAV, J. (ORAL) I.A. 6589/2025 (Exemption)

1. Allowed, subject to all just exceptions.
2. The application stands disposed of.
3. The present petition has been filed under Section 11(6) of the Arbitration and Conciliation Act, 1996, seeking the appointment of a Sole Arbitrator to adjudicate upon disputes which have arisen between the parties pursuant to the Addendum Agreement dated 21.01.2010.
4. On issuance of notice, Mr. K.R. Sasiprabhu, learned counsel appearing on behalf of the respondent, upon instructions, submits that the Signed By:DEEPAK Signed Signing Date:08.04.2025 By:PURUSHAINDRA 12:04:57 KUMAR KAURAV respondent has no objection to the appointment of an Arbitrator for adjudication of the disputes arising between the parties.
5. Heard learned counsel appearing on behalf of the parties.
6. A perusal of the petition discloses that the parties initially entered into an agreement dated 16.06.2008 concerning the installation and establishment of cellular and microwave antenna, Digital Loop Carrier (DLC), MEN, EDPs, and other related equipment, including generators and AVR, on an area admeasuring 850 sq. ft. situated on the rooftop of the petitioner's property. Under

Clause 6A of the said agreement, a monthly license fee of Rs. 17,500/- was payable quarterly on or before the 10th day of the first month of each quarter. Subsequently, by way of an addendum agreement dated 11.06.2009, the license fee was revised upward to Rs. 20,000/- per month. The petitioner, however, has not received the license fee since July 2015, resulting in significant financial losses.

7. It is further seen that due to alleged non-payment of the license fee, disputes have arisen between the parties under the aforesaid agreement. Accordingly, the petitioner issued a notice dated 19.09.2025 invoking the arbitration clause (Clause 35) contained in the License Agreement. Upon the failure of the respondent to appoint an arbitrator in response to the said notice, the petitioner has approached this Court seeking appointment of a Sole Arbitrator under Section 11(6) of the 1996 Act.

8. The arbitration agreement between the parties is contained in Clause 35 of the Agreement dated 16.06.2008, which reads as under:-

"In the event of any dispute arising by and between the parties hereto, the same shall be amicably resolved by Conciliation, failing which, by Arbitration subject to the provisions of the Arbitration & Conciliation Act, 1996. The venue of the Arbitration shall be Delhi. All disputes shall be subject to the jurisdiction of Delhi courts."

Signed By:DEEPAK

Signing Date:08.04.2025
12:04:57

9. Given the existence of a valid arbitration agreement and the undisputed position that disputes requiring arbitration have indeed arisen, this Court finds it appropriate to appoint a Sole Arbitrator to adjudicate upon the disputes emanating from the Agreement dated 16.06.2008 read with the subsequent Addendum Agreement.

10. Accordingly, Mr. Pusshp Gupta (Mobile: +91-9810150907; Email:

pusshpgupta@gmail.com) is appointed as the Sole Arbitrator to adjudicate upon all disputes between the parties.

11. The arbitration proceedings shall be conducted under the auspices of the Delhi International Arbitration Centre (DIAC) and shall be governed by its Rules and Regulations. The learned Arbitrator shall be entitled to remuneration as per the Schedule of Fees prescribed by DIAC. The Arbitrator is directed to file the requisite disclosure statement under Section 12(2) of the Arbitration and Conciliation Act, 1996 within one week from the date of entering upon reference.

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

13. It is clarified that all rights and contentions of the parties regarding claims and counter-claims are expressly reserved and shall be determined by the learned Arbitrator strictly on their merits, in accordance with law. The Court has not expressed any opinion on the merits of the case.

14. The instant petition stands disposed of in the aforesaid terms.

PURUSHAINDRA KUMAR KAURAV, J APRIL 3, 2025/DPA/SP Click here to check corrigendum, if any Signed By:DEEPAK Signed Signing Date:08.04.2025 By:PURUSHAINDRA 12:04:57 KUMAR KAURAV