

Gauri Infotech Pvt Ltd vs Glam Online Pvt Ltd on 26 March, 2025

Author: Purushaindra Kumar Kaurav

Bench: Purushaindra Kumar Kaurav

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IN THE HIGH COURT OF DELHI AT NEW DELHI
ARB.P. 2144/2024

Date of Decision: 26.

IN THE MATTER OF:

GAURI INFOTECH PVT LTD

.....Peti
Through: Mr.Siddharth Sunil, Advocate

versus

GLAM ONLINE PVT LTD

.....Resp
Through: Mr.Ebad Ur Rahman, Advocate.

HON'BLE MR. JUSTICE PURUSHAINDRA KUMAR KAURAV
JUDGEMENT

PURUSHAINDRA KUMAR KAURAV, J. (ORAL)

1. The present petition has been filed under Section 11(6) of the Arbitration and Conciliation Act, 1996 (A&C Act) by the petitioner seeking appointment of an Arbitrator to adjudicate upon the disputes that have arisen between the parties under Lease Deed dated 16.10.2023.

2. On notice being issued, Mr. Ebad Ur Rahman, learned counsel appears on behalf of the respondents. He submits that the respondent does not have any objection with respect to the appointment of an Arbitrator to decide the dispute that has arisen in the instant case.

3. Heard learned counsel appearing for the parties.

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4. As per the case setup by the petitioner, in June 2023, the Respondent approached the Petitioner, seeking a custom-furnished office space in its project at Grovy Optiva, Noida. Uttar Pradesh-201307. Pursuant to the same a lease deed dated 16.10.2023 entered between the parties.

5. As per the petitioner, the Respondent was obligated to deposit monthly rental/license fee to the Petitioner on or before the 10 th day of each month. According to the petitioner, since the respondent defaulted in making payment despite of several reminders, on 16.11.2024, the petitioner

sent a legal notice invoking the arbitration clause envisaged under the lease deed.

6. The Court takes note of the Clause 23 of the Lease Deed dated 16.10.2023, which reads as under:-

"23. ARBITRATION CLAUSE That in the event of any dispute or differences arising out of or relating to or with reference to or in connection with the Lease Deed, including the termination of the Lease Deed, the same shall be referred to a sole Arbitrator to be nominated mutually by both Parties whose decision shall be final and binding on both the Parties.

The venue of the Arbitration will be at New Delhi and the arbitration proceedings shall be in accordance with the Indian Arbitration & Conciliation Act, 1996 or other law relating to arbitration in force in India at the relevant time. The cost of arbitration proceedings shall be borne in equal proportion by Parties."

7. It is evident that where there exists an arbitration clause and in the event any dispute has arisen between the parties, there is no impediment in appointing an independent Sole Arbitrator. Reference can be made to the decisions of the Supreme Court in Perkins Eastman Architects DPC v.

Digitally Signed By:PRIYA Digitally Signed Signing Date:29.03.2025 By:PURUSHAINDRA 16:45:50 KUMAR KAURAV 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.

8. In view of the fact that since disputes have arisen between the parties and there is an arbitration clause in the Lease Deed dated 16.10.2023, this Court is inclined to appoint an Arbitrator to adjudicate upon the disputes between the parties.

9. Accordingly, Mr. Shyam Sharma, Advocate (Mobile No +91- 9810156965, Email ID - law.shyam2@gmail.com, globallawyers287@gmail.com) is appointed as the sole Arbitrator.

10. The arbitration would take place under the aegis of the Delhi International Arbitration Centre (DIAC) and would abide by its rules and regulations. The learned Arbitrator shall be entitled to fees as per the Schedule of Fees maintained by the DIAC.

11. The learned arbitrator is also requested to file the requisite disclosure under Section 12 (2) of the A&C Act within a week of entering on 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. 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.

(2020) 20 SCC 760 (2017) 8 SCC 377 2019 SCC OnLine SC 547 2023 SCC OnLine SC 1666.

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

PURUSHAINDRA KUMAR KAURAV, J MARCH 26, 2025 Nc/@m Click here to check corrigendum,
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