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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**
+ **ARB.P. 327/2023**
VIGIL COMPUTERS LLP

..... Petitioner

Through: Mr.Kunal Kher, Advocate.

versus

DRUPE FOODS INDIA PVT LTD

..... Respondent

Through: None.

CORAM:

HON'BLE MR. JUSTICE YOGESH KHANNA

ORDER

09.10.2023

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1. The mediation has since failed between the parties. The facts are the parties entered into registered lease deed dated 28.11.2016 for a period of five years in respect of industrial property bearing No.A-13, Sector – 58, NOIDA, UP201301. The lease deed commenced with effect from 15.11.2016 and stood expired on 14.11.2021 and respondent allegedly neither vacated the premises nor paid the rentals since April, 2021. The petitioner sent legal notices dated 28.01.2022 and 19.01.2023 calling upon the respondent to vacate the premises and clear the outstanding dues.
2. The lease deed dated 28.11.2016 contains an arbitration clause No.24 to the following effect:-

24. All disputes, controversies or differences which may arise between the Parties out of or in relation to or in connection with this Lease Deed or the breach thereof shall be amicably resolved through discussion and negotiation between the Parties.

However, if any such settlement cannot be reached by the aforesaid discussion and negotiation within 15 (fifteen) days after occurrence thereof, then the same shall be finally settled by arbitration by a sole arbitrator mutually appointed by the Parties in accordance with the (Indian) Arbitration and Conciliation Act, 1996, as amended for the



time being in force. The language of the arbitration shall be English. The seat of the arbitration shall be in New Delhi. The decision of the arbitrator shall be final and binding on the Parties. The Parties shall bear the cost of arbitration equally.

The Courts in New Delhi shall have exclusive jurisdiction in respect of all matters arising with respect to this Lease Deed.

3. The above clause do show the seat of the arbitration is at New Delhi and the Courts at New Delhi shall have exclusive jurisdiction in respect of all the matters arising with respect to lease deed. The notice of invocation of arbitration is already given.

4. Since the matter has not been settled through mediation and none appears on behalf of the respondent despite notice for today, it seems the respondent is not interested to pursue this matter anymore

5. In the circumstances, Mr.Rakesh Kapoor, former District Judge (Mob.No.9910384621) is hereby appointed as an arbitrator to adjudicate the disputes between the parties. The rights and contentions of the parties are left open. The proceedings be conducted under the aegis of the Delhi International Arbitration Centre (DIAC) and fee shall be governed by 4th Schedule of the Arbitration and Conciliation Act, 1996.

6. The petition stands disposed of along with pending application, if any.

YOGESH KHANNA, J.

OCTOBER 09, 2023

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