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

+ **ARB.P. 331/2011**

KUONI TRAVEL INDIA PRIVATE LTD Petitioner
Through: **Mr. Abhishek Ghai, Advocate.**

versus

RATHORE HOTELS & TOUR PVT LTD
& ORS Respondents
Through: **None.**

CORAM:

HON'BLE MS. JUSTICE REVA KHETRAPAL

ORDER
19.10.2012

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1. The present petition under Section 11(6) of the Arbitration and Conciliation Act, 1996 has been filed by the petitioner praying for appointment of a sole Arbitrator to adjudicate upon the disputes between the parties arising out of the Agreement dated 07.12.2009.

2. It is averred in the petition that an Agreement was entered into between the petitioner and the respondent No.1 on 07.12.2009 at Delhi. Respondent No.2 is the director of the respondent No.1. However, on account of alleged breach of the terms and conditions of the said Agreement, by notice dated 16.07.2010 the petitioner terminated the Agreement in question and demanded payment of

₹ 16,54,131/- from the respondents within 15 days from the date of the notice. Upon failure of the respondents to pay the aforesaid sum, the petitioner on 16.09.2010 invoked the arbitration clause being Clause 16 of the Agreement dated 07.12.2009, proposing the name of Justice Anil Dev Singh, (Retd. Judge of this Court) for being appointed as a sole Arbitrator. No reply was received from the respondents even after the expiry of statutory period of 30 days and the petitioner left with no other option, filed the present petition on 12.10.2011.

3. The respondent Nos.1 and 2 did not care to appear despite service of notice of the petition upon them.

4. Heard the learned counsel for the petitioner and scrutinized the record. Clause 16 of the Agreement in question provides for arbitration in the following terms:-

"16. All disputes between the Parties arising under, in relation to or out of this Agreement including default in making payments as stipulated herein shall be referred to and settled by arbitration. Venue of the arbitration shall be New Delhi and conducted by a sole arbitrator mutually appointed by the Parties. The Arbitration shall be in accordance with the Arbitration and Conciliation Act, 1996 or any statutory modification or amendment or re-enactment thereof. The award made by the arbitrator, so appointed shall be final and binding on the Parties."

5. There being no dispute as regards the arbitration agreement between the parties and the jurisdiction of this Court to appoint a sole Arbitrator in terms thereof to adjudicate upon the disputes which have

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arisen between the parties out of the Agreement dated 07.12.2009, the prayer made in the present petition deserves to be allowed.

6. I accordingly appoint Justice Anil Dev Singh, (Retd. Judge of this Court) to arbitrate upon the disputes between the parties. The arbitration shall take place under the aegis of Delhi High Court Arbitration Centre. The fees of the arbitrator shall also be in terms of the Delhi High Court Arbitration Centre (Arbitrator's Fees) Rules.

7. The petition is allowed in the above terms.

A copy of this order be sent to the learned arbitrator as well as to the Delhi High Court Arbitration Centre.


REVA KHETRAPAL, J.

OCTOBER 19, 2012