

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

% Dated of Decision: 10.09.2015

+ ARB.P. 560/2014

REKHA GARG Petitioner

Through: Mr. Jitender Mehta, Advocate

versus

VIVEK BERIWAL Respondent

Through: NEMO.

CORAM:

HON'BLE MR. JUSTICE J.R. MIDHA

JUDGEMENT

1. The petitioner is seeking appointment of an arbitrator under Section 11 of the Arbitration and Conciliation Act, 1996.
2. Vide rent agreement dated 14th March, 2013, the petitioner let out shop bearing No.G-21 measuring approx. 210 sq.ft. in property No.B-2,3,4, Netaji Subhash Place, Pitampura, New Delhi to the respondent for a period of eleven months at a monthly rent of Rs.15,000/- for the first six months and Rs.20,000/- for the next five months. The respondent defaulted in the payment of rent, electricity and maintenance charges whereupon the petitioner issued a legal notice dated 13th July, 2014.
3. The rent agreement contains an arbitration clause No.25 for reference of disputes to the arbitration. Vide 16th July, 2014, the petitioner invoked the arbitration clause for reference of the disputes to the arbitration. The respondent did not respond to the aforesaid notice.
4. The notice issued by this Court to the respondent returned unserved with the report "left" whereupon the petitioner was permitted to publish the summons in the newspapers. The petitioner has published the summons in

Statesman as well as Rashtriya Sahara. There was no appearance for the respondent.

5. There is a valid arbitration agreement between the parties contained in clause No.25 of the rent agreement dated 14th March, 2014. Disputes have arisen between the parties under the arbitration agreement as the petitioner is seeking possession as well as outstanding rent, electricity and maintenance charges to the tune of Rs.10,33,225/- along with interest thereon from the respondent.

6. The petition is allowed and Mr. Amit George, Advocate is appointed as sole arbitrator to adjudicate the disputes between the parties including their claims and counter-claims.

7. The arbitration shall take place under the aegis of Delhi International Arbitration Centre ('DAC'). The fees of the learned Arbitrator shall be in terms of the Delhi International Arbitration Centre (DAC) (Administrative Cost Arbitrator's Fees) Rules.

8. Copy of this order be given *dasti* to counsel for the petitioner under the signature of the Court Master. A copy of this order be delivered to the learned Arbitrator as well as Additional Coordinator, DAC forthwith.

J.R. MIDHA, J.

September 10, 2015
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