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

+ **CS(OS) 3933/2014**

ASHOK KUMAR MEHOTRA Plaintiff

Through : Mr. Shekhar Aggarwal and Mr. Ritesh
Sharma, Advs.

versus

M/S D.R JOHNS LAB PVT LTD & ORS Defendants

Through : Mr. Vaibhav Mishra and Mr. Prashant
Mishra, Advs.

CORAM:

HON'BLE MR. JUSTICE A.K. PATHAK

ORDER

% **04.11.2015**

I.A. No.12860/2015 (u/S 8 of the Arbitration and Conciliation Act, 1996 by defendant no.1) in CS(OS) No.3933/2014

The plaintiff has filed this suit under Section 37 CPC against the defendants for recovery of ₹30,28,424/- along with the pendente lite and future interest @ 24% per annum. The defendant no.1 has alleged that there is an arbitration clause in the agreement dated 24th December, 2007 entered into between the plaintiff and defendant no.1. Defendant no.1 is a private limited company and the defendant nos.2 & 3 are its directors. Names of the defendant nos.2 & 3 were deleted from the array of the parties vide order dated 8th January, 2015. Now the suit is between the plaintiff and the defendant no.1 M/s. D. R. John's Lab Pvt. Ltd. Learned counsel for the plaintiff has not disputed that there exists an arbitration clause in the agreement. Original agreement has been filed by the plaintiff himself and is on record. Section 8

(1) of the Arbitration and Conciliation Act, 1996 provides that a judicial authority before which an action is brought in a matter which is the subject of an arbitration agreement shall, if a party so applies not later than when submitting his first statement on the substance of the dispute, refer the parties to arbitration.

At this stage, learned counsel for the plaintiff has no objection in case the matter is referred to the Sole Arbitrator. Accordingly, the application is allowed and Mr. B. B. Chaudhary, Additional District Judge (Retired) is appointed as Sole Arbitrator in the present matter to adjudicate the disputes between the parties including their claims and counter claims. The arbitration shall be carried out under the aegis of Delhi International Arbitration Centre ('DAC'). The fee of the learned Arbitrator shall be in terms of the Delhi International Arbitration Centre (DAC) (Administrative Cost Arbitrator's Fees) Rules.

Suit is disposed of. Date fixed in the matter, that is, 5th November, 2015 is cancelled.

Copy of the order be given Dasti to both the parties. A copy of this order be sent to the learned Arbitrator as well as Additional Coordinator, DAC forthwith.

A.K. PATHAK, J.

NOVEMBER 04, 2015/dk