

\$~1

*

IN THE HIGH COURT OF DELHI AT NEW DELHI

+

ARB.P. 163/2016

UMA RANI

..... Petitioner

Through : Mr Jagdeep Anand & Mr Shakya
Singhasen, Advs.

versus

NAVEEN PROJECTS LIMITED & ANR.

..... Respondents

Through : Ms Usha Pandey, Adv

CORAM:

HON'BLE MR. JUSTICE VIBHU BAKHRU

ORDER

%

22.07.2016

No reply has been filed on behalf of the Respondents. When the matter was called out, the learned counsel for the Respondents stated that the Respondents wish to settle the matter. The matter was consequently held over; however, it appears that an immediate settlement is not possible.

Admittedly, the disputes between the parties are to be resolved through arbitration. The lease agreement dated 18.09.2013 contains an arbitration clause, which reads as under:-

“21. That all disputes between the Lessor and Lessee arising out of, from or relating to anything contained in this agreement including any disputes arising out of its termination shall be referred to arbitration to be conducted under the provisions of Arbitration and Conciliation Act, 1996 or any statutory modification or enactment thereof for the time being in force. The seat of the arbitration shall be in New Delhi.”

Accordingly, Mr.Rahul Sharma, Advocate (Enrollment No.D 2158/1999 and Mobile No.9810109329) is appointed as the Arbitrator in this case.

The fees of the Arbitrator shall be in terms of the Schedule IV provided under the Arbitration and Conciliation Act, 1996.

The petition is accordingly disposed of.

Copy of this order be given *dasti* to the learned counsel for the parties and a copy thereof be communicated to the learned Arbitrator forthwith.

VIBHU BAKHRU, J

JULY 22, 2016

M