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

+ **ARB.P. 469/2016**

SHRI DEVAN BHALLA & ANR.

..... Petitioners

Through : Counsel (Appearance not given).

versus

UNITECH LTD. & ORS.

..... Respondents

Through : Mr Kirat Singh and Mr Simranjeet,
Advocates for Mr Mohinder J.S.
Rupal, Advocate.

CORAM:

HON'BLE MR. JUSTICE VIBHU BAKHRU

ORDER

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29.09.2016

1. The petitioner has filed the present petition under Section 11 of the Arbitration and Conciliation Act, 1996 (hereafter 'the Act'), *inter alia*, praying that an Arbitrator be appointed for adjudication of the disputes between the parties. The present petition was moved on 05.08.2016 and notice was issued to the respondent. The respondent entered appearance on 05.09.2016 and sought time to file a reply/take instructions. At respondent's request one week was granted to the respondent to file its reply. However, no reply has been filed as yet.

2. It is the petitioner's case that the parties had entered into an agreement dated 20.04.2012 for sale and purchase of an apartment in Group Housing Scheme known as "UNIHOMES PH-II" at Plot No. GHP 0001, Sector 117, Noida, Uttar Pradesh. The petitioner states that certain disputes have arisen between the parties.

3. The said agreement has an arbitration clause which reads as under:-

“15. Dispute Resolution

- (i) All disputes or differences arising out of in connection with or in relation to terms and conditions mentioned herein and/or the allotment of the Apartment hereunder shall, in the first instance, be mutually discussed and settled between the Allottee(s) and the Developer.
- (ii) All disputes or differences arising out of, in connection with or in relation to terms and conditions mentioned herein and/or the allotment of the Apartment hereunder, which cannot be amicably settled, shall be finally decided by arbitration in accordance with the provisions of the Arbitration and Conciliation Act, 1996. Arbitration as aforesaid shall be a domestic arbitration under the Applicable Laws.
- (iii) The venue of arbitration shall be Noida/ Delhi and the Award of the Arbitrators(s) shall be rendered in English."

4. At this stage, it is not necessary to examine the merits of the disputes raised by the petitioner. However, it is clear that there is an arbitration agreement between the parties and the disputes are to be resolved by arbitration.

5. In view of the disputes between the parties, the petitioner had sent a notice dated 28.04.2016 invoking the arbitration clause. The petitioner asserts that it had not received the response to the aforesaid request.

6. In terms of the arbitration clause, a sole arbitrator is required to be appointed for adjudication of the disputes between the parties.

7. Accordingly, it is directed that an Arbitrator be appointed under the

Rules of the Delhi International Arbitration Centre (DIAC). The representatives of the parties shall appear before the Co-ordinator, DIAC on 25.10.2016 at 11:00 AM. The arbitration shall be conducted under the aegis of DIAC and in accordance with its Rules.

8. In view of above, petition is disposed of.

SEPTEMBER 29, 2016
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VIBHU BAKHRU, J