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

+ ARB.P. 451/2016

BHARAT CHUGH

..... Petitioner

Through : Counsel (Appearance not given).
versus

UNITECH LTD.

..... Respondent

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 02.08.2016 and notice was issued to the respondent. The respondent entered appearance on 05.09.2016 and sought time to file a reply/take instructions. Accordingly, further time of 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 08.05.2006 for sale and purchase of an apartment of being Apartment No.2102 on the 20th Floor of Tower 23 in the project known as "Unitech Horizon" which reportedly being developed by the respondent at Noida. The petitioner states that certain disputes have arisen between the parties in relation to the said agreement as over 10 years have passed and the project

has not been completed as yet.

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

“14.a All disputes differences arising out of, in connection with or in relation to this transaction, shall be mutually discussed and settled between the Parties.

14.b All disputes differences arising out of, in connection with or in relation to this transaction, 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.

14.c 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, therefore, the disputes between the parties are to be resolved by arbitration.

5. The petitioner has sent a letter dated 22.06.2016 seeking information on urgent basis as to when the possession of the apartment in question would be handed over by the respondent. The petitioner asserts that it had not received the response thereto and, therefore, had issued a legal notice dated 27.06.2016 invoking the arbitration clause. The petitioner states that it has not received the response for the said notice as well.

6. In the circumstances, it is apparent that the respondent has not made

efforts to settle the disputes amicable as required under the dispute resolution clause. Further, the respondent has also not responded to the petitioner's request for arbitration.

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

8. 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 21.10.2016 at 11:00 AM. The arbitration shall be conducted under the aegis of DIAC and in accordance with its Rules.

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

VIBHU BAKHRU, J

SEPTEMBER 29, 2016
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