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

+ O.M.P. 116/2014

RAJESH GROVER Petitioner

Through None.

versus

USHA RANI Respondent

Through Mr.Kunal Anand, Adv. with
Mr.Rahul Kapoor, Adv.

CORAM:

HON'BLE MR. JUSTICE MANMOHAN SINGH

ORDER

% **21.03.2016**

The petitioner has filed the present petition under Section 9 of the Arbitration and Conciliation Act, 1996. The case of the petitioner is that the respondent entered into an agreement to sale and purchase dated 23rd August 2011 for sale of second floor without roof right of property bearing No. 1506, Outram Lines, Kingsway Camp, Delhi -110009 measuring 160 Sq. Yds (i. e. 133.78 sq. mtrs.). The petitioner made various payments, the details of which are mentioned in para 4 of the petition. The case of the petitioner is that after the receipt of the said amount, the respondent is avoiding to perform her part of the contract since January, 2013. Left with no other option, the petitioner filed the present petition before the Court. On 6th February, 2014 the interim order was passed directing the respondent to maintain status quo in respect of the title and possession of the suit property.

Reply to the present petition has been filed. The main case of the respondent is that there is no arbitration clause. The petitioner has misled this Court. It is submitted that the petitioner has placed the alleged true copy

of the English translation of Agreement to Sale and Purchase dated 23rd August, 2011. The clause 10 in the agreement is in Hindi language, against which the petitioner misled this Court. Clause 10 reads as under:

" AGAR KOI JHAGDA HO JATA HAI TOA PEHLI WA DOOSARI PARTY KE BEECH KA NUMAINDA DONO PARTY KA FAISLA KAREGA AGAR TAB BHI FAISLA NAHIN HOTA TO DELHI HIGH COURT HI FAISLA KAREGI ".

It is submitted that the petitioner intentionally filed the false translation of the Hindi language of the agreement. The said translation in English language read as under:

“In case of any dispute the matter would be referred to the Arbitrator”.

From the original agreement, it is evident that there is no reference of arbitrator. The said clause speaks that in case the dispute arose between the parties, the same would be decided by the mediator who would be appointed by both the parties so that the dispute be resolved. It appears that translation of the clause 10 of the agreement in English language is incorrect and misleading. In the absence of arbitration clause, the prayer made in the present petition cannot be allowed. Even, no one has appeared on behalf of the petitioner when the matter is taken up. The petition is accordingly dismissed. Interim order dated 6th February, 2014 is vacated. It is clarified that the petitioner would be entitled to take other appropriate remedy available with him in accordance with law.

MANMOHAN SINGH, J.

MARCH 21, 2016/vp