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

\+ ARB.P. 649/2016 & 13087/2016

SHAILJA YADAV & ANR. ..... Petitioners

Through: Mr Arvind Chaudhary and Ms Asha Chaudhary, Advocates.

versus

VARDHMAN BUILDTECH PVT. LTD. ..... Respondent

Through: Mr Amit Bhatia, Advocate.

CORAM:
HON'BLE MR. JUSTICE VIBHU BAKHRU

O R D E R

% 30.11.2016

1. The petitioner has filed the present petition, *inter alia*, praying that an Arbitrator be appointed to adjudicate the disputes that have arisen between the parties in respect of two separate Flat Buyer's Agreements both dated 22.09.2012 in respect of Flat No.F-104 and F-1003 in the residential complex being developed by the respondent in the name of 'the Springdale' situated at Sector-4, Dharuhera.

2. Both the said agreements include a similarly worded arbitration clause, which is set out below:-

> "**ARBITRATION**
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> 22. That all or any disputes arising out of or touching upon or in relation to the terms of this Agreement including the interpretation and validity of the terms thereof and the respective rights and obligations of the parties shall be settled amicably by mutual discussion failing which the

> same shall be settled through arbitration. The arbitration proceedings shall be governed by the Arbitration and Conciliation Act, 1996 or any statutory amendments/modifications thereof for the time being· in force. The arbitration proceedings shall be held at an appropriate location in Delhi or New Delhi by a Sole Arbitrator who shall be appointed by both the parties mutually and whose decision shall be final and binding upon the parties. The Courts at Delhi alone shall have jurisdiction. The Arbitration clause shall survive the termination of the present agreement."

3. The learned counsel for the respondent does not dispute the existence of the said agreement or the arbitration clause. He, however, submits that the disputes between the parties can be resolved amicably. He further states that the petitioners have filed single petition in respect of both the two agreement; however, he has no objection if the arbitration in respect of both the agreements is conducted by the same Arbitrator.

4. Since it is not disputed that the agreement between the parties contains an arbitration clause and the petitioners had issued a notice dated 09.08.2016 invoking arbitration an Arbitrator is required to be appointed. It is therefore, directed, with the consent of the parties, that the Arbitrator be appointed under the Rules of Delhi International Arbitration Centre (DIAC). The parties shall appear before the Co-ordinator, DIAC on 02.02.2017 at 11:00 AM. The arbitration shall be conducted under the aegis of DIAC and in accordance with its Rules.

5. In view of the submission made by the learned counsel for the respondent, the respondent is willing to resolve the disputes amicably. It is

directed that parties/representatives of the parties shall appear before the Delhi High Court Mediation and Conciliation Centre (DHCMCC) on 16.12.2016 at 3:30 PM. The parties shall endeavour to resolve the disputes within a period of six weeks, thereafter. In the event, the parties are able to resolve the disputes they shall communicate the same to the Co-ordinator DIAC and no further steps would be required to be take thereafter for adjudication of the disputes. However, if the parties are unable to resolve the disputes within the period as specified they shall appear before the Co-ordinator as directed.

6. The petition is disposed of with the aforesaid observations.

VIBHU BAKHRU, J

NOVEMBER 30, 2016
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