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

+ ARB.P. 158/2017

SWARN KAUR

..... Petitioner

Through Mr. Harpreet Singh, Mr. Suresh
Chaudhary and Ms. Namrata Bharti, Advs.
versus

JAMEEL AHMAD

..... Respondent

Through

CORAM:

HON'BLE MR. JUSTICE JAYANT NATH

ORDER

18.05.2017

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As per the affidavit of service filed by the petitioner, the notice sent by speed post dasti has been received by the respondent. A copy of the tracking report of the concerned postal authorities has also been placed on record which shows that the notice has been received by the respondent.

It however appears that the notice that went through ordinary process has been received back with the report that no such person is there at the address. The speed post report of the Registry also says that the addressee has left.

Keeping in view the affidavit filed by the petitioner along with the tracking report, the respondent is served.

The present petition is filed under Section 11 of the Arbitration and Conciliation Act, 1996 (hereinafter referred to as the Act) seeking appointment of sole arbitrator to adjudicate the disputes between the parties.

The petitioner is the owner of the plot bearing No. 39A, Begum Pur, Malvia Nagar, New Delhi. The parties entered into a collaboration

agreement on 10.03.2013 whereby the respondent was to construct the property in question.

Thereafter the petitioner filed a suit for cancellation of the collaboration agreement and other reliefs. The respondent filed an application under Section 8 of the Act for referring the matter to arbitration. The District Judge allowed the application of the respondent with liberty to the petitioner to seek appointment of sole arbitrator. Hence, the present petition has been filed.

The collaboration agreement between the parties dated 10.03.2013 has an arbitration clause which reads as follows:-

“That in the event of any question or dispute arising under, in connection with, incidental to, and/or interpretations or scope of this agreement, the same shall be referred for arbitration to the Arbitrator to be appointed by both the parties hereto. The award of the arbitrator shall be final and binding on second party to the 'agreement. However, the. work of development and/or any other, matter incidental to this agreement shall not at any time or during or, after the arbitration proceeding, be stopped, prevented, obstructed or delayed in any manner whatsoever.”

In view of the above arbitration clause, the present petition is allowed.

The disputes between the parties are referred for arbitration to Delhi International Arbitration Centre (DIAC). The Centre may appoint an arbitrator from its approved panel of arbitrators. The arbitration shall take place under the aegis of the Centre.

The parties to appear before DIAC on 05.07.2017 at 3.00 P.M.

JAYANT NATH, J

MAY 18, 2017/rb