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

+ ARB.P. 142/2017

KAILASH NATH FINANCE AND
INVESTMENTS PVT. LTD. Petitioner
Through Mr. Amitabh Chaturvedi and
Mr. Vikash Maini, Advs.

versus

APEXLYNX MARKETING AND
ENGINEERING PRIVATE LIMITED Respondent
Through Mr. Ajay K. Jain, Mr. Yash Karan Jain
and Mr. Atanu Mukherjee, Advs.

CORAM:
HON'BLE MR. JUSTICE JAYANT NATH

ORDER
18.08.2017

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This petition is filed under Section 11(6) of the Arbitration and Conciliation Act, 1996 seeking appointment of a learned arbitrator in terms of the arbitration clause.

It is contended that the parties entered into an agreement to sell on 31.10.2012 in respect of a shop/office Space on the first floor of the Ivory Towers, S-26, Ajay Enclave, Subhash Nagar, New Delhi for a consideration of Rs. 3 crores.

The admitted position is that the entire consideration of Rs. 3 crores has been paid to the petitioner. The transaction, however, is not completed and certain disputes have arisen between the parties.

Learned counsel for the respondent has entered appearance. He submits that though as per the arbitration clause i.e. clause No. 34 of the agreement, a tribunal of three arbitrators is to be appointed, without prejudice to their rights and contentions, the respondent have no objection in case a sole arbitrator is appointed as prayed for by the petitioner in the petition.

Accordingly, Mr.Justice C.M. Nayar (Retd.) (Mobile No. 9811200328) is appointed as a sole arbitrator to adjudicate the disputes between the parties. The learned arbitrator may fix his fees in consultation with the learned counsel for the parties. The learned arbitrator will also file an appropriate declaration under the provisions of Section 12(1) of the Act.

The parties to appear before the learned Arbitrator on 07.09.2017 at 4.00 P.M.

The petition stands disposed of.

JAYANT NATH, J

AUGUST 18, 2017

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