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

+ ARB.P. 180/2017

SH. R. K. TAKKAR & ANR. Petitioners
Through Mr.Hari Kishan, Advocate

versus

SH. ASHOK KUMAR AGNIHOTRI & ANR. Respondents
Through Mr.Anil Kr. Thakur, Adv. for R-1

CORAM:
HON'BLE MR. JUSTICE JAYANT NATH

% **ORDER**
26.09.2017

1. This petition is filed under Section 11(5) and (6) of the Arbitration and Conciliation Act, 1996 (*hereinafter referred to as 'the Act'*) seeking appointment of an arbitrator to adjudicate the disputes between the parties.
2. Some of the basic facts are that the parties entered into an agreement to sell dated 30.12.2012 for a total sale consideration of Rs.1,56,00,000/-. A total of Rs.10 lacs have been paid by the petitioners to the respondents. As per agreement, the respondents were to complete all formalities with DDA for conversion of the said property from leasehold into freehold. Thereafter, the sale deed was to be executed. The petitioners sent a legal notice dated 15.05.2015 requesting the respondents to comply with the terms of the agreement. As no steps said to have been taken by the respondents, a suit was filed on 30.05.2015. On 20.08.2016 the petitioner withdrew the said suit with liberty to approach this court for appointment of an arbitrator.

3. On 22.05.2017, when this matter was heard in detailed, the learned counsel appearing for respondent No.2 after arguments were completed informed the court that respondent No.1 had expired. He also sought to place on record a reply to the present petition alongwith an application under Section 5 of the Limitation Act seeking condonation of delay. Subject to payment of cost of Rs.10,000/- reply was taken on record.

4. The admitted fact is that the cost has not been deposited. Accordingly, the reply of respondent No.2 is taken off record.

5. The LRs of respondent No.1 stands impleaded. None has appeared before the Joint Registrar of this court where the application for impleading LRs of respondent No.1 was adjudicated upon. Today, however, the learned counsel appearing for respondent No.2 on the last date, submits that he has received instructions from LRs of respondent No.1 and today he is appearing for LRs of respondent No.1 and not for respondent No.2. He further submits that it would be appropriate that the parties may try and settle the matter by mediation. Learned counsel for the petitioner submits that mediation may not be of any case.

6. In my opinion, the respondents are needlessly trying to delay the present proceedings. Request for mediation appears to be nothing but another device to delay the proceedings.

7. In the agreement to sell dated 30.12.2012, there exists an arbitration clause between the parties, which provides that in case of difference and disputes, the same shall be referred to mutually appointed arbitrator.

8. Accordingly, I appoint Mr.P.C. Ranga, Retd. Additional District & Sessions Judge, Delhi (Mobile No. 9868905228) as the sole arbitrator to adjudicate the dispute between the parties. The arbitration shall take place

under the aegis of Delhi International Arbitration Centre, New Delhi (*in short 'The DIAC'*). A copy of this order be sent to the DIAC and to the learned arbitrator.

9. Petition stands disposed of as above.

JAYANT NATH, J.

SEPTEMBER 26, 2017/v