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

+ ARB.P. 155/2017

M/S JUBILANT FOODWORKS LIMITED..... Petitioner

Through Mr. Sanjeev Narula, Mr. Anshuman
UPadhyay and Mr. Abhishek Ghai, Advs.

versus

M/S RAIPUR TREASURE ISLAND PVT. LTD..... Respondent

Through

CORAM:

HON'BLE MR. JUSTICE JAYANT NATH

ORDER

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02.05.2017

1. The present petition is filed under Section 11(5) of the Arbitration and Conciliation Act, 1996 for appointment of an Arbitrator as mentioned in Clause XVIII of the Leave and License Agreement dated 29.05.2012.
2. On the last date of hearing i.e. 27.02.2017, notice was issued to the respondents. The respondents are served. None has appeared for the respondents.
3. Learned counsel appearing for the petitioner submits that the petitioner entered into the Leave and License agreement with the respondent on 29.05.2012 for shop No. 23 admeasuring 876 sq. ft. of carpet area including other areas of Treasury Island, Raipur Patwari Halka No. 112, NH-6, Village Jora, Raipur, Chhatisgarh. He relies upon the Arbitration Clause XVIII of the Agreement which reads as follows:-

‘XVIII. DISPUTE RESOLUTION

Any difference or dispute that may arise between the Parties hereto in respect of this Agreement or relating to the Licensed Premises or the facilities and services rendered shall be referred to the arbitration of one arbitrator as the parties may mutually agree upon or otherwise two arbitrators, one to be appointed by each party and the two arbitrators shall appoint a third arbitrator and the decision of the three arbitrators shall be final and binding in accordance with the provisions of the Arbitration and Conciliation Act, 1996 or any statutory modifications or re-enactment thereof. Arbitration proceedings will be held and conducted at New Delhi preferably in English language. In the event of the Arbitration proceedings being held in any other language, official/office translation of all the documents in English will be provided to both the parties and the Arbitrator. The substantially prevailing party shall be entitled to recover its cost from the other party as part of the Award.”

4. As disputes had arisen between the parties, the petitioner issued a legal notice on 15.12.2015. By notice dated 25.04.2016, the petitioner invoked the arbitration clause
5. Accordingly, Ms. Justice Sunita Gupta (Rtd.) (Mobile No.9910384628) is appointed as an arbitrator to adjudicate the disputes between the parties. The Arbitrator shall function under the aegis of Delhi International Arbitration Centre. Arbitration proceedings shall take place as per the rules and regulations of the Centre.
6. In view of the above, the present petition stands disposed of.

JAYANT NATH, J

MAY 02, 2017
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