

\$~2

*

IN THE HIGH COURT OF DELHI AT NEW DELHI

+ ARB.P. 435/2013
RAVINDER SINGH

..... Petitioner

Through : Ms.Astha Sharma, Adv.

versus

MAHAMAYA BUILDERS PVT LTD

..... Respondent

Through : None

CORAM:

HON'BLE MR. JUSTICE YOGESH KHANNA

ORDER

%

23.11.2017

It is submitted by learned counsel for the petitioner that the parties entered into an agreement dated 11.10.2005 for purchase and sale of land measuring approx. 100 bighas approx. Approx. 1,00,000 sq.yds. in Khasra No.1151/2 (Min.) situated in Mehrauli Tehsil Revenue Estate Village, Delhi. The dispute arose between the parties and hence the petitioner filed CS(OS) No.1063/2008 for permanent and mandatory injunction. Simultaneously, the petitioner also gave a arbitration notice to the respondent and filed arbitration petition bearing No.373/2008 which was later withdrawn on 17.11.2008, with a liberty to file fresh petition.

On 24.3.2009 CS(OS) No.1063/2008 was also dismissed being not maintainable. Even RFA(OS) No.49/2009 was filed and it was also dismissed on 3.5.2010.

The petitioner again moved this Court for appointment of arbitrator in Arb.P.218/2010 which was also withdrawn vide order dated 10.8.2010 with a liberty.

The petitioner then filed an application under Order 1 Rule 10 CPC in the civil suit CS(OS) No.414/2010 but it was dismissed and leaving open the right of the petitioner to avail remedies as per law, hence this petition.

Learned counsel for the petitioner has referred to clause 15 of the agreement dated 11.10.2005, which runs as under :

15. That this transaction is subject to the jurisdiction of the Competent Hon'ble Courts at Delhi and in case any dispute arises between the parties to this Agreement the same shall be settled amicably between the parties. In case the dispute it still not, the dispute shall be referred for redressal to a sole arbitrator to be duly appointed by the court of law.

It is submitted that despite notice dated 1.7.2008 requesting the respondent for appointment of arbitrator, the respondent has not come forward to appoint the arbitrator and hence petitions were filed, time and again.

Considering the fact that the respondent was served with a notice of this petition and had failed to file a reply and its right to file reply was also closed and today also none has appeared on its behalf, hence considering clause 15 (supra), Mr.Nishit Aggarwal, Advocate (Mobile : 7838952060) is appointed as an arbitrator. The fee shall be as per the fee schedule of Delhi International Arbitration Centre (DIAC) and shall be conducted under its aegis.

The petition is disposed of.

YOGESH KHANNA, J

NOVEMBER 23, 2017

VL