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

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+ **ARB.P. 363/2016**

JUBILANT FOODWORKS LTD.

..... Petitioner

Through: Mr Vijender Parmar, Advocate

versus

POOJA PRABHAKAR

..... Respondent

Through: Mr Anil V. Katarki and Mr Anil C.
Nishani, Advocates

CORAM: JUSTICE S.MURALIDHAR

ORDER

% **21.02.2017**

1. It is stated that the mediation has failed.

2. It is not in dispute that there is an arbitration clause in the registered Lease Deed executed by the parties. It is also not in dispute that the Petitioner has sent a notice to the Respondent dated 6th April, 2016 invoking the said arbitration clause. All contentions of the parties touching upon the maintainability and merits of the claims and counter-claims shall be examined in the arbitral proceedings.

3. The Court accordingly proposes that Justice R.V. Easwar, a former Judge of this Court (Mobile No.9560899997) shall be the sole Arbitrator to

adjudicate the disputes between the parties including their claims and counter-claims. Justice Easwar will fix his own terms consistent with the Act as amended with effect from 23rd October 2015 and communicate them to the parties. He will address the requirements of disclosure in terms of Section 11 (8) read with Section 12 (1) of the Act before entering upon reference.

4. The parties are directed to appear before the proposed Arbitrator on 14th March, 2017 at 4 pm or such changed time and/or date that the proposed Arbitrator finds convenient which will be communicated to the parties at least ten days in advance. The venue for the first hearing will be arranged by the Petitioner and communicated to the proposed Arbitrator and the Respondent at least one week prior to the date fixed. The expenses for the hearing shall be equally shared by the parties.

5. The petition is disposed of in the above terms. A certified copy of this order be delivered to Justice Easwar forthwith.

S.MURALIDHAR, J

FEBRUARY 21, 2017

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