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

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Judgment delivered on: 09.08.2017

+ ARB.P. 276/2017

VEENU YADAV

..... Petitioner

versus

VARDHMAN BUILDTECH PVT. LTD.

..... Respondent

Advocates who appeared in this case:

For the Petitioner : Mr. Arvind Chaudhary and Ms. Asha Chaudhary, Advs.

For the Respondents : Ms. Priyanka Awasthi, Adv.

CORAM:-

HON'BLE MR JUSTICE SANJEEV SACHDEVA

JUDGMENT

09.08.2017

SANJEEV SACHDEVA, J. (ORAL)

1. The petitioner has filed this petition under Section 11 of the Arbitration & Conciliation Act, 1996 (hereinafter referred to as the Act) seeking appointment of independent Sole Arbitrator.

2. The petitioner has booked a residential flat in a project being developed by the respondent. Agreement dated 21.11.2013 was executed between the parties.

3. As per the petitioner, certain disputes arose with regard to the performance of the agreement leading to its termination and consequent invocation of the arbitration by the petitioner.

4. Arbitration Clause as contained in the agreement dated 21.11.2013 executed between the parties reads as under:-

“21. That all or any disputes arising out of or touching upon or relation to the terms of this Agreement including the interpretation, application, validity of the terms thereof and the respective rights and obligations of the parties shall be settled through arbitration. The arbitration proceedings shall be governed by the Arbitration and Conciliation Act, 1996 or any statutory amendments/modifications thereof for the time being in force. The arbitration proceedings shall be held at an appropriate location in Delhi or New Delhi by a Sole Arbitrator who shall be appointed mutually and whose decision shall be final and binding upon the parties. The Intending Buyer(s) hereby confirms that he/she shall have no objection to this appointment even if the person so appointed as the Arbitrator is an employee or advocate of the Developer or otherwise connected with the developer. The Intending Buyer(s) confirms that notwithstanding such relationship/connection, the Intending Buyer(s) shall have no doubt as to the independence or impartiality of the said Arbitrator. The Courts at Delhi alone shall have jurisdiction.”

5. The petitioner invoked the arbitration by issuance of notice dated 07.01.2017 proposing the name of the Arbitrator and requiring the respondent to concur to the appointment of the Arbitrator. Since the parties could not arrive at a consensus the present petition has been filed.

6. Learned counsel for the respondent submits that she has no objection to the appointment of an independent Sole Arbitrator to adjudicate the disputes between the parties.

7. Accordingly, with the consent of the parties, Mr. G.P. Thareja, (Retired) former Addl. District Judge, Delhi, (Mobile No. 9899664642) is appointed as the Sole Arbitrator to adjudicate the disputes between the parties subject to the Arbitrator making the necessary disclosure under Section 12 of the Act of not being ineligible under Section 12(5) of the Act.

8. The Arbitrator shall adjudicate the claims of the petitioner and the counter claims, if any of the respondents.

9. The Arbitrator shall fix his fee in consultation with learned counsel for the parties.

10. The parties are at liberty to approach the learned Arbitrator for elucidating the necessary disclosures and for further proceedings.

11. The petition is accordingly disposed of.

12. Order *Dasti* under signatures of the Court Master.

SANJEEV SACHDEVA, J

AUGUST 09, 2017

JS