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

+ ARB.P. 272/2017

MALLIKA ARORA Petitioner
Through Mr.Jai Sahai Endlaw, Adv.

versus

T.G. BUILDWELL(P) LTD. Respondent
Through Mr.Jagdeep Kr.Sharma, Adv.

CORAM:
HON'BLE MR. JUSTICE JAYANT NATH

ORDER

% **08.08.2017**

As per the Office Report. POD from the postal department for the notice sent by Speed Post has been received by the respondent.

It is the case of the petitioner that on 3.12.2007 she applied for allotment of a Studio Apartment Unit in a Project to develop a residential colony known as Tivoli Holiday Village, Daruhera, at Daruhera, Sector-5. District Rewari (Haryana). A sum of Rs.14,70,000/- was paid and a Studio Apartment was allotted on the second floor. On 27.9.2008 the parties entered into an MOU and as per the terms there was an 'Assured Return Scheme' for a limited period which was abided by the respondent.

Learned counsel for the petitioner points out that there is an arbitration clause in the Agreement dated 27.9.2008 being clause 13 which provides that all disputes and differences between the parties shall be settled through a Sole Arbitrator to be appointed by the President/Chairman of the respondent. Disputes having arisen between the parties the Arbitration

clause was invoked by legal notice dated 24.1.2017.

Learned counsel for the respondent has appeared and submits that he has no objection in case this Court wants to appoint an Arbitrator.

Keeping in view the nature of the dispute, Mr Vikrant Pachnanda, Advocate, (Mobile No.9871138313) is appointed as a Sole Arbitrator. The Sole Arbitrator shall function under the aegis of the Delhi International Arbitration Centre. A copy of this order be sent to the DIAC.

Petition stands disposed of. All pending applications, if any, also stand disposed of.

JAYANT NATH, J

AUGUST 08, 2017

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