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

+ **ARB.P. 512/2016**

ANAMIKA LAL & ANR.

..... Petitioners

Through Mr Som Dutt Sharma, Advocate.

versus

SANA REALTORS PVT. LTD (GHI)

..... Respondent

Through Mr Sanchit Dhawan and Ms Madhuri Jain, Advocates.

CORAM:

HON'BLE MR. JUSTICE VIBHU BAKHRU

ORDER

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03.03.2017

1. The petitioner has filed the present petition under Section 11 of the Arbitration and Conciliation Act, 1996 (hereafter 'the Act'), *inter alia*, praying that an arbitrator be appointed to adjudicate the disputes that have arisen between the parties in relation to the Memorandum of Understanding (MOU) dated 18.03.2014. The MOU contains an arbitration clause, which reads as under:-

“14. That all disputes or differences arising between the Parties under or in relation to this Memorandum of Understanding, shall be resolved by reference to Arbitration in accordance with the Arbitration and Conciliation Act, 1996. The venue of arbitration shall be New Delhi only.”

2. Learned counsel appearing for the respondent fairly states that there is no dispute as to the arbitration clause and prays that an arbitrator may be

appointed. Accordingly, Mr Rajeev Sharma, Advocate is appointed as an Arbitrator to adjudicate the disputes between the parties. This is subject to the Arbitrator making the necessary disclosure under Section 12 of the Act and not being ineligible under Section 12(5) of the Act. The arbitrator's fees shall be fixed in consultation with the learned counsel for the parties. The parties are at liberty to approach the Arbitrator for further proceedings.

3. The petition is disposed of.

VIBHU BAKHRU, J

MARCH 03, 2017

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