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

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Judgment delivered on: 17.10.2017

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ARB.P. 303/2017

ANANT RAJ PROJECT LTD.

..... Petitioner

versus

HUMBLE HOSPITALITY (DELHI) PVT LTD..... Respondent

Advocates who appeared in this case:

For the Petitioner : Ms Rekha Dwivedi, Advocate.

For the Respondent : Ms Savi Abbot, Advocate.

CORAM:-

HON'BLE MR JUSTICE SANJEEV SACHDEVA

JUDGMENT

17.10.2017

ARB.P. 303/2017

1. The petitioner by this petition under Section 11 of the Arbitration & Conciliation Act, seeks appointment of a Sole Arbitrator.

2. Term Sheet was executed between the petitioner and respondent, whereby the respondent took on License covered area measuring 9550 sq. ft. in the property bearing No.204A (206,207 and 208) of the second floor of Complex, i.e. Moments Mall, Patel Road, Kirti Nagar, Delhi, and 715 sq. ft. in the property bearing No.205 of

the Second Floor of Complex, i.e. Moments Mall, Patel Road, Kirti Nagar, Delhi. Licence Agreement dated 08.01.2013 was executed between the parties in respect of the above-referred area.

3. As per the petitioner, the respondent failed to fulfil its Contractual obligations in terms of the Term Sheet and the Licence Agreement leading to the petitioner invoking arbitration clause vide the Arbitration Notice dated 09.01.2017.

4. Though the contention of the petitioner is disputed by the learned counsel for the respondent, however, she contends that she has no objection to the appointment of a Sole Arbitrator to adjudicate the disputes between the parties.

5. The Arbitration Clause, as contained in the Licence Agreement dated 08.01.2013, reads as under:-

“31. Governing Law and Dispute Resolution

- a. Any difference or dispute arising between the Parties arising out of or in relation to this Agreement and its Schedules, Annexures hereto or the Maintenance Agreement or any other congruent agreement, shall first be amicable resolved between the parties through negotiations.*
- b. Failing amicable resolution within 30 (thirty) days of the arising of the difference or dispute, the difference or dispute shall be referred to Arbitration.*
- c. Arbitration proceedings shall be conducted by a sole arbitrator who shall be appointed mutually by the Parties.*

In the event of resignation or death or non-availability of the sole arbitrator appointed by the Parties for any reason whatsoever, the Parties shall retain the right to appoint an alternative sole arbitrator. The Arbitration proceedings shall be conducted in accordance with Arbitration and Conciliation Act, 1996 or any statutory modifications, amendments or re-enactment thereof. The seat/place of Arbitration shall be at Delhi and governing and procedural laws of Arbitration shall be the laws of India. The proceedings shall be held in English language. The award of sole arbitrator shall be final and binding on both the Parties. Each party shall be responsible for its own cost for participating in the dispute resolution process.

- d. The reference to the arbitration shall be without prejudice to the rights of Licensor to take any action against or recover any dues from the Licensee.*
- e. Only the Courts at New Delhi alone shall have exclusive jurisdiction to deal with and entertain the disputes relating to and/or arising out of this Agreement and/or agreements and deeds that are entered into pursuant to this Agreement.”*

6. With the consent of parties, Justice M.L. Mehta, Former Judge of this Court, is appointed as the Sole Arbitrator to adjudicate the disputes between the parties. This is 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.

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

8. The Arbitrator shall fix his fee in consultation with the learned

counsel for the parties.

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

10. The petition is accordingly disposed of.

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

OCTOBER 17, 2017

Sp

SANJEEV SACHDEVA, J

