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

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Judgment delivered on: 31.07.2017

+ ARB.P. 371/2017

DURGA KUMARI

..... Petitioner

versus

ACE TOWN PLANNERS PVT LTD.

..... Respondent

Advocates who appeared in this case:

For the Petitioner : Mr. Deepak Dhingra with Mr. Sumit Kumar Vats,
Advocates.

For the Respondent : None.

**CORAM:-
HON'BLE MR JUSTICE SANJEEV SACHDEVA**

**JUDGMENT
31.07.2017**

SANJEEV SACHDEVA, J. (ORAL)

1. The petitioner by this petition, under Section 11 of the Arbitration & Conciliation Act, 1996 (hereinafter referred to as 'the Act'), seeks appointment of an Arbitrator.

2. The petitioner seeks appointment of sole arbitrator in terms of the Arbitration Clause contained in the agreement titled as 'Application for Subscription as an Investor for Provisional

Registration of Plot in the Project Known as Celebrity City, Jaipur’.

3. The petitioner had booked a farm house at the Celebrity City, Jaipur with the respondent. The arbitration clause, as agreed to between the parties, reads as under:-

“I/We further understand that all matters in dispute between the parties arising out of these presents shall be referred to the arbitration of a Sole Arbitrator to be appointed jointly by the ACE Town Planners Pvt. Ltd. and investor. If the ACE Town Planners Pvt. Ltd. and investor fails to appoint the Sole Arbitrator within thirty days from the receipt of a request to do so from the other party, the appointment shall be made as per the provisions of the Arbitration & Conciliation Act, 1996. It is also understand that the award of the Arbitrator shall be final and binding upon the parties. The provisions of the Arbitration and Conciliation Act, 1996 and all statutory modifications thereof for the time being in force shall apply to such arbitration which shall be held in Delhi.

The Sole Arbitrator shall have power to open up, review and revise any certificate, opinion, decision, requisition or notice and any matter required in his opinion, save in regard to excepted matters referred as above and to

determine all matters in dispute which shall be submitted for arbitration.

In case, during the arbitration proceedings the parties mutually settle/compromise or compound their dispute or difference, the reference to arbitration and the appointment of the Arbitrator shall deem to have been revoked and the arbitration proceedings shall stand withdrawn or terminated, with effect from the date on which the parties file a joint memorandum of settlement thereof, with the Arbitrator.”

4. Notice invoking arbitration was sent by the petitioner on 13.02.2017. On failure of the respondents to concur in appointment of the sole arbitrator, the present petition has been filed.

5. Notice was directed to be issued to the respondent. Notice has been served. However, none appears for the respondent despite the matter being passed over in the morning.

6. Since the respondent has failed to concur in the appointment of the sole arbitrator and has even failed to appear in the present petition despite being served, it is a fit case for appointment of a sole arbitrator under Section 11 of the Act.

7. Accordingly, keeping in view the nature of the disputes, Mr. Ishaan Madaan, Advocate (Mobile # 9999730312) 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 not being ineligible under Section 12(5) of the Act.

8. The Arbitral Tribunal shall examine 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.

JULY 31, 2017
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SANJEEV SACHDEVA, J