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

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Judgment delivered on: 24.08.2017

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ARB.P. 417/2017

EXPRESS HOUSEKEEPER PRIVATE LIMITED

..... Petitioner

versus

**THREE C UNIVERSAL DEVELOPERS
PRIVATE LIMITED**

..... Respondent

Advocates who appeared in this case:

For the Petitioner

: Mr T.L.Garg and Mr Rohan Garg

For the Respondent

: Mr Mahjabeen Tanweer

CORAM:-

HON'BLE MR JUSTICE SANJEEV SACHDEVA

JUDGMENT

24.08.2017

SANJEEV SACHDEVA, J. (ORAL)

1. By this petition, under Section 11 of the Arbitration & Conciliation Act, 1996 (hereinafter referred to as 'the Act'), the petitioner seeks appointment of a sole independent arbitrator.

2. The respondent had approached the petitioner to provide Housekeeping, manpower and other support services at the Three C Universal Developers (UD) Sites of the petitioner.

3. Agreement dated 01.04.2012 was entered into between the parties. After the expiry of the term of the said agreement, the term was extended by execution of subsequent agreements *inter alia* dated 25.04.2014 and 21.04.2015.

4. As per the petitioner, certain Bills of the petitioner have remained unpaid leading to the disputes between the parties.

5. The Arbitration Clause agreed to between the parties, as contained in the Agreement dated 01.04.2012 which is in identical terms to the arbitration clause contained in the subsequent agreements reads as under:-

“Settlement of Dispute

Any disputes and differences arising out of or relating to this Agreement including interpretation of its terms will be resolved through joint discussions of THREE CUD and EHKPL. Any dispute, difference or question that is not resolved through joint discussions, within 15 (fifteen) days of its having arisen, shall be referred to a mutually acceptable sole arbitrator within a period of ten (10) days thereafter. In case the parties are unable to agree upon the Sole Arbitrator, then both parties shall appoint one Arbitrator each, and the two (2) arbitrators so appointed shall appoint the third (3rd) arbitrator. The arbitration proceedings shall be held in New Delhi, in

English language and in accordance with the provisions of the Arbitration & Conciliation Act, 1996 and the rules made thereunder, as statutorily amended. Modified, replaced, substituted or re-numbered from time to time.”

6. The petitioner has invoked the arbitration clause by notice dated 17.02.2017.

7. Learned counsel for the respondent submits that the respondent has no objection to the appointment of an independent Sole Arbitrator.

8. In view of the above, Mr Anupam Srivastava, Advocate, (Mobile Number 9811032151), is appointed as the Sole Arbitrator to adjudicate the disputes between the parties. This is subject to the Arbitrator making the necessary disclosures under Section 12 of the Act of not being ineligible under Section 12(5) of the Act.

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

10. The fee of the Arbitrator shall be as per the Fee Schedule of the Delhi International Arbitration Centre.

11. The parties are at liberty to approach the learned Arbitrator for

elucidating the necessary disclosures and for further proceedings.

12. The petition is accordingly disposed of in the above terms.

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

SANJEEV SACHDEVA, J

AUGUST 24, 2017

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