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

% Judgment delivered on: 19.09.2017

+ **ARB.P. 468/2017**

M/S HOMELAND BUILDWELL PRIVATE. LTD. Petitioner

versus

SHRI SUNIL SOOD

..... Respondent

Advocates who appeared in this case:

For the Petitioner : Mr. Akhil Sachar, Advocate

For the Respondent : Mr. Akhil Sibal, Sr. Advocate with Mr. Vaibhav
Srivastava, Mr. Pradeep Chhindra and Mr. Aditya
Bakshi, Advocates

CORAM:-

HON'BLE MR JUSTICE SANJEEV SACHDEVA

JUDGMENT

SANJEEV SACHDEVA, J. (ORAL)

1. This is a petition under Section 11 of the Arbitration and Conciliation Act, 1996 (hereinafter referred to as 'the Act') seeking appointment of a Sole Arbitrator to adjudicate the disputes arising out of Collaboration Agreement dated 11.08.2006 executed between the parties.

2. As per the petitioner, respondent had approached the petitioner seeking finance for purchase of land in Baddi in the State of Himachal Pradesh for the purposes of development and construction of

Multiplex Commercial Complex.

3. As per the petitioner, petitioner invested approximately Rs.4,32,59,600/- (Rupees Four Crores Thirty Two Lacs Fifty Nine Thousand and Six Hundred Only) towards his share. The parties also entered into a Collaboration Agreement dated 11.08.2006.

4. Disputes arose between the parties with regard to the performance of the respective obligations under the Collaboration Agreement dated 11.08.006 leading to both the petitioner as well as respondent invoking the arbitration clause.

5. Respondent has filed a petition under Section 11 of the Act before the High Court of Himachal Pradesh at Simla.

6. The arbitration clause between the parties reads as under:-

“20. ARBITRATION:

20.1 Any dispute touching or arising out of this Agreement shall be settled as per the provisions of Indian Arbitration Act, 1956. The parties to the Collaboration agreement, in case of any dispute, have mutually agreed to submit themselves to sole arbitration of Sh. Jeevan Aggarwal S/o Sh. Amarnath Aggarwal R/o 79, Sector 6, Panchkula, Haryana whose decision would be final and binding on the parties. The arbitration proceedings shall take place at Delhi.

21. JURISDICTION

21.1 That this Agreement shall be subject to the jurisdiction of Delhi Courts only.”

7. Learned Senior Counsel for the respondent submits that with a view to having the disputes between the parties settled expeditiously, he has no objection to a Sole Arbitrator being appointed by this Court.

8. Accordingly, with the consent of parties, Justice M.L. Mehta, former Judge of this Court, Mob. No. 9910384620, is appointed as the Sole Arbitrator to adjudicate the disputes between the parties subject to the Arbitrator making the necessary disclosure under Section 12 of the Act of being not ineligible under Section 12 of the Act.

9. The Arbitrator shall adjudicate the claim and counter claims, if any, of the respondent arising out of collaboration agreement dated 11.08.2006.

10. The Arbitrator shall fix his fee with consultation of the learned counsel for both the parties.

11. The parties are at liberty to approach the Arbitrator for elucidating the necessary disclosure and further proceedings.

12. The petition is, accordingly, disposed of.

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

SANJEEV SACHDEVA, J

SEPTEMBER 19, 2017

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