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IN THE HIGH COURT OF DELHI AT NEW DELHI

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ARB.P. 462/2017

**KONE ELEVATORS INDIA PVT. LTD. THROUGH ITS
AUTHORIZED SIGNATORY**

..... Petitioner

Through : Ms.Harsha, Adv.

versus

UNITECH LIMITED

..... Respondent

Through : None

CORAM:

HON'BLE MR. JUSTICE YOGESH KHANNA

ORDER

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17.11.2017

The respondents have been served as per the service affidavit filed on behalf of the respondent wherein it is stated that notices were sent by speed post and were delivered by 13.9.2017. None appears on behalf of the respondent on 18.9.2017 as also today.

It is submitted by learned counsel for the petitioner that on 1.4.2014 they have entered into an agreement with the respondent. From May to July, 2014 the project started pursuant to the execution of the said SITC agreement and accordingly an invoice of Rs.47,41,059/- was raised by the petitioner. The legal notice dated 5.8.2016 was sent to the respondent to pay balance of Rs.32,51,863/- with interest and the petitioner also invoked the arbitration clause under the SITC agreement to resolve disputes. As per the arbitration clause a panel of three arbitrators were to be appointed. On 05.1.2017

vide a legal notice the petitioner had appointed a nominee arbitrator and further called upon the respondent to appoint its nominee arbitrator so as to form an arbitral tribunal. However, the respondent failed to respond, hence this petition.

The respondent is served of this petition but has chosen not to appear. Considering the arbitration clause in the agreement dated 01.04.2014; the amount involved in the matter and as per request of the petitioner the dispute is referred to the sole arbitrator Mr.Rakesh Sidharth, Retd. District Judge (Mobile : 9910384655) who shall arbitrate the dispute between the parties. The fee of the arbitrator shall be in terms of the Delhi International Arbitration Centre (DIAC) Rules.

The petition is disposed of.

YOGESH KHANNA, J

NOVEMBER 17, 2017
VLD