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IN THE HIGH COURT OF DELHI AT NEW DELHI

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ARB.P. 497/2017

RAJESHWAR NATH SAPRA

..... Petitioner

Through : Mr.Aman Bhalla, Advocate.

versus

AMR INFRASTRUCTURE LTD.

..... Respondent

Through : Mr.Ajay Verma, Advocate.

CORAM:

HON'BLE MR. JUSTICE YOGESH KHANNA

ORDER

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29.11.2017

The learned counsel for the respondent has no objection in case the arbitrator is appointed in this matter to arbitrate the dispute between the parties.

Admittedly, the memorandum of understanding dated 18.03.2013 contains an arbitration clause which runs as under:-

“ARBITRATION

That any dispute in the interpretation of any clause of this MOU shall be referred to the sole arbitration of an Arbitrator to be nominated by the mutual consent of the both the parties, whose decision shall be final and binding on both the parties. All the arbitration proceedings shall be carried out in terms of the Arbitration and Conciliation Act, 1996 at New Delhi.

This MOU is executed at New Delhi and Courts in New Delhi alone will have the exclusive jurisdiction over this MOU to the exclusion of all other courts and MOU shall be set to and construed in accordance with the laws of India.”

Considering the “no objection” given by the learned counsel for the respondent, the petition stands allowed and

Sh.B.B.Chaudhary, District Judge, (Retd) (Mobile No.9910384611) is hereby appointed as an arbitrator. The arbitration shall take place under the aegis of DIAC and the fees of the learned arbitrator shall be in terms of the DIAC Rules.

In above terms, the petition stands disposed of.

Order *dasti*.

YOGESH KHANNA, J

NOVEMBER 29, 2017

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