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

\+ ARB.P. 653/2017

K.K.ROPEWAYS LTD. ..... Petitioner

Through: Mr.Rajat Arora, Mr.Jaypreet Singh, Advs.

versus

BILLION SMILES HOSPITALITY PVT. LTD. ..... Respondent

Through:

CORAM:
HON'BLE MR. JUSTICE NAVIN CHAWLA

O R D E R

% 06.12.2017

This petition under Section 11 of the Arbitration and Conciliation Act, 1996 has been filed by the petitioner praying for appointment of a Sole Arbitrator for adjudication of the disputes that have arisen between the parties under the lease/rent agreement dated 9th March, 2015. Clause 13 of the agreement contains the arbitration agreement between the parties. The same is reproduced hereinbelow:

> ***13. DISPUTE SETTLEMENT AND APPLICABLE LAW***
>
> *13.1 If during the term of this Agreement, a disagreement, differences or claim should arise out of or relating to the interpretation of or performance under this Agreement, or the breach or invalidity of any provisions hereof, including but not limited to claims hereunder as mentioned in this Agreement, (hereafter the Dispute) the Parties will attempt to settle the same through friendly conciliation for a period of fifteen days.*
> *13.2 If the Parties cannot settle the Dispute through friendly consultations within fifteen (15) days as mutually agreed between the parties after receipt of the Dispute Notice the*

Dispute shall be referred to the Arbitration as per their prevalent Arbitration laws.

13.3 There shall be one arbitrator to be appointed jointly failing which the parties will move the High Court for appropriate directions. Nothing prevents the parties in moving appropriate application for seeking injunctive relief. The Place of Arbitration shall be Delhi. The language of the arbitration shall be English. The award shall include an allocation of the cost of the arbitration proceedings.

13.4 During the arbitration proceeding insofar as possible, the Contract shall continue to be executed by the Parties except for the apart which is under arbitration.

13.5 The formation of this Agreement, its validity, termination, interpretation, execution and the settlement of any dispute hereunder shall be governed by the laws of India and subject to the jurisdiction of courts at HP."

The petitioner invoked the arbitration agreement vide its letter dated 18th September, 2017. As there was no agreement on appointment of an Arbitrator, the petitioner filed the present petition. Notice on this petition was issued to the respondent on 16th October, 2017. On 13th November, 2017, none appeared for the respondent though it had been duly served. None appears for the respondent even today.

In view of the above, I appoint **Mr.Dinesh Dayal, Retd. ADJ, Delhi,** 9, Upper Bela Road, Civil Lines, Delhi-110054, Mobile-9810100200, as a Sole Arbitrator for adjudication of the disputes between the parties that have arisen in connection with the above agreement. The arbitration and the fee shall be governed by the Rules of Delhi International Arbitration Centre (DIAC) and shall be conducted under aegis of DIAC. The petitioner will be at liberty to

communicate this order to the Arbitrator and also to DIAC for taking necessary steps in this regard.

The petition is allowed in the above terms, with no order as to costs.

Dasti.

NAVIN CHAWLA, J

DECEMBER 06, 2017
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