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IN THE HIGH COURT OF DELHI AT NEW DELHI

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ARB.P. 327/2018

MYSTERY MONKS ENTERTAINMENT PRIVATE LIMITED,

..... Petitioner

Through: Mr.Suhail Malik & Mr.Vikas Malik,
Advs.

versus

CURINNOV SERVICES PRIVATE LIMITED

..... Respondent

Through: None.

CORAM:

HON'BLE MR. JUSTICE NAVIN CHAWLA

ORDER

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06.07.2018

This is a petition under Section 11 of the Arbitration and Conciliation Act, 1996 (hereinafter referred to as the Act) seeking appointment of an Arbitrator for adjudicating the disputes that have arisen between the parties in relation to the agreement dated 29.05.2017 executed between them. The agreement contains an Arbitration Agreement in form of a Clause reproduced herein below:-

“ARBITRATION:

- i. If any dispute arises out of or in connection with the present contract the same shall be referred to the sole arbitrator who shall be appointed by the “Production Agency”. The appointment shall be made within 30 days from the request for appointment of the arbitrator. The decision of the arbitrator shall be final and binding on the parties.*
- ii. The venue of the arbitration shall be in New Delhi.”*

Disputes having arisen between the parties in relation to the consideration under the agreement, the petitioner invoked the Arbitration Agreement vide its notice dated 26.02.2018. Having received no response, the present petition was filed.

In spite of a Passover none appears for the respondent.

As the existence of the Arbitration Agreement and the due invocation thereof are not denied, I see no impediment in appointing a Sole Arbitrator for adjudicating the disputes that have arisen between the parties in relation to the above mentioned agreement. I appoint **Ms.Nidhi Mohan Parashar**, Advocate (R/o A-110, Basement, Defence Colony, New Delhi-110024, Mobile: 9953899908) as a Sole Arbitrator for adjudicating the disputes that have arisen between the parties. The Arbitrator shall give her disclosure statement in terms of Section 12 of the Act before proceeding with the reference.

The petition is allowed in the above terms.

NAVIN CHAWLA, J

JULY 06, 2018/rv