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IN THE HIGH COURT OF DELHI AT NEW DELHI

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ARB.P. 352/2018 & IA 6382/2018

MRS. SUSHMA NAGPAL & ANR.

..... Petitioners

Through: Ms.Arti Rawat, Adv.

versus

ANISH BUILDWELL PVT. LTD.

..... Respondent

Through: Counsel Mr.Himanshu proxy counsel for
Mr.Samavendra Kumar, Adv.

CORAM:

HON'BLE MR. JUSTICE NAVIN CHAWLA

ORDER

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15.10.2018

1. This petition under Section 11 of the Arbitration and Conciliation Act, 1996 (hereinafter referred to as the 'Act') has been filed by the petitioners seeking appointment of an Arbitrator for adjudicating the disputes that have arisen between the parties in relation to the Construction Agreement dated 15.04.2016 executed between the parties. The Arbitration Agreement is contained in clause 23 of the abovementioned Construction Agreement and is reproduced hereinbelow:

“23. That in case any dispute arises between the First Party and Second Party regarding terms and conditions of this construction agreement, then said dispute shall be referred to ARBITRATOR as per the provisions of Indian Arbitration Act. The decision of the said Arbitrator shall be binding upon both the parties in this deed.”

2. Disputes having arisen between the parties, the respondent unilaterally appointed an Arbitrator and communicated the same to

the petitioner vide letter dated 28.03.2018.

3. The petitioners have filed the present petition stating that the respondent could not have unilaterally appointed an Arbitrator and therefore, such appointment is null and void. The petitioners further pray for appointment of an Arbitrator to adjudicate the disputes that have arisen between the parties in relation to the abovementioned Construction Agreement.

4. Counsels for the parties submit that the parties be referred to the Delhi International Arbitration Centre (DIAC) for appointment of an Arbitrator for adjudicating the disputes between the parties.

5. Having considered the contents of the petition and the submissions made by the counsels for the parties, the parties are referred to the DIAC, which shall appoint a Sole Arbitrator for adjudicating the disputes that have arisen between the parties in relation to the Construction Agreement dated 15.04.2016. The parties shall appear before the DIAC on 1st November, 2018 at 2.00 p.m.

6. The arbitration proceedings and the fee of the Arbitrator shall be governed by the DIAC rules.

7. The petition is allowed with the above directions with no order as to costs.

Dasti.

NAVIN CHAWLA, J

OCTOBER 15, 2018
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