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IN THE HIGH COURT OF DELHI AT NEW DELHI

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ARB.P. 386/2017

SMT SANGEETA RAWAT

..... Petitioner

Through : Mr. Gajendra Kumar, Adv.

versus

ANTRIKSH DEVELOPERS & PROMOTERS PVT LTD

..... Respondent

Through : Mr. Surender Sheoran and
Mr. Manish Kalyan, Advs.

CORAM:

HON'BLE MR. JUSTICE YOGESH KHANNA

ORDER

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16.01.2018

The Petitioner and her husband entered into a deal with respondent company through its Director at its registered office situated at 34/C-8, Sector 8, Rohini, New Delhi - 110084 for purchase of subject residential unit for a sale consideration for Rs. 69,37,788/-. A letter of Allotment cum contract of sale was executed in favour of Petitioner and her husband for sale of a residential unit namely "Type 3A, Unit No.1304, Floor 13th Block G, Super Area 1560 Sq. in a project namely Antriksh Golf View, Noida. The possession of the flat was to be given by June, 2013. The petitioner and her husband made substantial payment but were not provided with the possession of the flat. The respondent has admitted the receipt of Rs. 70,94,555/- towards the sale consideration. Neither the possession of flat has been given nor the money is returned. Various requests have

been made by letters and lastly on 15th October, 2016 the notice for arbitration was sent to invoke arbitration clause.

During the course of the arguments, the Ld. counsels for both the parties agree to appoint an arbitrator through this Court & hence Mr. N.K. Goel (Retd. ADJ) (Mobile no. 9910384625) is hereby appointed as an Arbitrator. He shall conduct arbitration under the aegis of DIAC with the fee schedule as applicable.

The petition is disposed of.

YOGESH KHANNA, J

JANUARY 16, 2018

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