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

+ ARB.P. 425/2018

ARUN GUJRAL

..... Petitioner

Through: Ms. Sapna Chauhan, Adv.

versus

M/S ABW INFRSTRUCTRE LTD.

THROUGH: ITS MANAGING DIRECTOR

..... Respondent

Through: None.

CORAM:

HON'BLE MR. JUSTICE RAJIV SHAKDHER

ORDER

14.08.2018

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1. This is a petition, whereby a prayer is made that a sole arbitrator be appointed in the matter, in view of the disputes, which, have arisen *inter se* the parties.

2. Notice in this petition was issued on 30.5.2018. The report of the Registry is that the notice has been served upon the respondent. Despite, service of notice, there is no representation on behalf of the respondent.

3. Ms. Chauhan, who, appears for the petitioner, says that despite calling upon the respondent to make the payment in the sum of Rs.26,51,900/- towards assured return for the period commencing from 1.6.2014, there has been no response in the matter from the respondent.

3.1 For this purpose, Ms. Chauhan has drawn my attention to the e-mail dated 9.3.2018 sent to the respondent. A perusal of the e-mail would show that it is the case of the petitioner that the Memorandum of Understanding

dated 1.6.2009 (in short 'MOU') was entered into between the petitioner and the respondent. By virtue of the said MOU, the petitioner appears to have booked an office space admeasuring 1000 sq.ft. in a commercial building at Village Kherki Daula, Sector-83, opposite Givo Factory, NH-8, Gurgaon, Haryana.

4. The petitioner claims that he has already paid a sum of Rs.61,50,000/- towards purchase of the aforementioned office space and that as per the MOU, he had to be paid assured returns of Rs.57,650/- per month. It is in this context that the petitioner has made a claim for the period of 46 months, which according to him, would come to a total amount of Rs.26,51,900/- till the date of issuance of e-mail dated 9.3.2018.

5. Clause 17 of the MOU sets out the arbitration agreement as obtaining between the parties. The said Clause 17 reads as follows:

“17. That all disputes or differences arising between the parties under or, in relation to this Memorandum of Understanding, shall be resolved by reference to Arbitration in accordance with the Arbitration and Conciliation Act, 1996. The venue of Arbitration shall be New Delhi only.”

6. Furthermore, according to the petitioner, MOU was executed in Delhi.

7. Having regard to the aforesaid and given the fact that the respondent has chosen not to appear or be represented before the Court, I am inclined to appoint an arbitrator in the matter.

8. Accordingly, the captioned petition is disposed of with the following directions:

- (i) Mr. Justice Sunder Lal Bhayana, former Judge of this Court (Mobile No.9871300028) is appointed as the sole Arbitrator in the matter.
- (ii) The learned Arbitrator will issue a formal written notice to the parties with respect to the first date of hearing.
- (iii) The learned Arbitrator will be paid fee as prescribed in the Fourth Schedule appended to the Arbitration and Conciliation Act, 1996.

9. The Registry will dispatch a copy of this order to the respondent as well as the learned Arbitrator.

RAJIV SHAKDHER, J

AUGUST 14, 2018/pmc