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

\+ ARB.P. 433/2018

G.N. INTERNATIONAL ..... Petitioner

Through: Ms.Gunjan Sinha Jain, Mr.A.Dhirendra

versus

BPTP LIMITED ..... Respondent

Through: Mr.Manish Sharma, Mr.P.R.Singh, Advs.

CORAM:
HON'BLE MR. JUSTICE NAVIN CHAWLA

O R D E R

% 16.10.2018

1. This petition under Section 11 of the Arbitration and Conciliation Act, 1996 (hereinafter referred to as the 'Act') has been filed by the petitioner seeking appointment of a Sole Arbitrator for adjudicating the disputes that have arisen between the parties in relation to the "Buyer's Agreement, Plot-Commercial User" dated 10.07.2012 executed between the parties. The said Agreement contains an Arbitration Agreement in form of Clause 42 thereof.

2. Disputes having arisen between the parties, the petitioner invoked the Arbitration Agreement vide notice dated 15.10.2015. The petitioner thereafter filed a petition under Section 9 of the Act being CS No.495/2015 (re-numbered as CS No.617717/2016).

3. As the respondent did not agree on appointment of an Arbitrator, the present petition was filed.

4. Counsel for the respondent submits that the notice invoking arbitration has not been received by the respondent and therefore, the present petition is premature.

5. I do not find any merit in the said submissions as before filing the present petition, the petitioner had also filed an application under Section 9 of the Act where admittedly the respondent was duly served and had entered appearance.

6. Counsel for the respondent further submits that this Court would lack territorial jurisdiction to entertain the present petition inasmuch as, clause 43 of the Agreement provides for exclusive jurisdiction to be vested in the Court at Faridabad.

7. I do not find any merit in the said submission as the seat of the Arbitration has been agreed to by the parties to be at New Delhi. This Court has already considered the above issue in its decision dated 23.11.2017 passed in Arb. P. No.444/2017 titled ***Mr.Raman Deep Singh Taneja vs. Crown Realtech Pvt. Ltd***. and rejected the same.

8. In view of the above, 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.

9. With the consent of the parties, the parties are referred to the Delhi International Arbitration Centre (DIAC), where they shall appear on 17th November, 2018 at 11.00 a.m.

10. The DIAC shall appoint a Sole Arbitrator for adjudicating the disputes that have arisen between the parties. The arbitration proceedings and the fee of the Arbitrator shall be governed by the DIAC rules.

11. The petition is disposed of with the above directions, with no order as to costs.

NAVIN CHAWLA, J

OCTOBER 16, 2018
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