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

+ **ARB.P. 533/2018 & IA 15181/2018**

V. N. PURI

..... Petitioner

Through: Mr.Udaibir Singh Kochar, Mr.Ankit
Banati, Advs.

versus

CEDAR HEIGHTS RESORTS PVT LTD. & ANR..... Respondents

Through: Mr.R.C.Pathak, Adv.

CORAM:

HON'BLE MR. JUSTICE NAVIN CHAWLA

ORDER

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02.11.2018

I.A. No.15181/2018

This is an application seeking condonation of 10 days delay in filing the reply.

For the reason stated in the application, the delay is condoned and application stands allowed. Reply is taken on record.

ARB.P. 533/2018

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 an Arbitrator for adjudicating the disputes that have arisen between the parties in relation to the Agreement dated 25.04.2007 executed between the parties.
2. The Arbitration Agreement is contained in Clause 12 thereof, which is reproduced hereinbelow:

“12. That any dispute or difference arising between the parties relating to the Agreement or interpretation or giving effect to the terms of this Agreement or with respect to performance of respective obligations by the parties or as to

any other question, claim, right, matter or thing whatsoever in any way arising out of or relating to this agreement or otherwise concerning the performance or failure to perform respective obligations by the parties hereto, whether arising during the term of this Agreement or its cancellation thereof shall be resolved mutually through discussions between the parties. In case the parties fail to arrive at a settlement of the disputes through negotiations, then the disputes shall be resolved through arbitration of a sole arbitrator, who shall be appointed by the Parties with mutual consent, to adjudicate upon such disputes and differences. In the event the Parties fail to agree upon the name of the sole arbitrator within 30 days of making a demand by either of the Parties, either Party can have the sole arbitrator appointed under the provisions of the Arbitration and Conciliation Act, 1996. The Arbitrator shall conduct the arbitration proceedings in New Delhi. The provisions of the Arbitration & Conciliation Act, 1996 shall govern the appointment procedure as well as the arbitration proceedings. The fee and expenses of the arbitrator shall be borne and paid by both the Parties in equal share. The decision of the arbitrator shall be final and binding upon the parties.”

3. Disputes having arisen between the parties, the petitioner invoked the Arbitration Agreement vide its notice dated 04.06.2018. Having failed to receive a response from the respondents, the present petition was filed.
4. Counsel for the respondents, drawing reference to Clause 8.13 of the Agreement, submits that the petitioner has not complied with the terms of the Agreement inasmuch as it has failed to make payments of the maintenance and water charges. He further submits that in any case, the petitioner would require a certificate showing that he is an Agriculturist in the State of Himachal Pradesh. In my view, these are matters to be determined by the Arbitral Tribunal.
5. As the Arbitration Agreement and due invocation thereof are not

denied by the respondents, 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.

6. I accordingly appoint **Mr.A.P.S.Ahluwalia**, Senior Advocate, Chamber No.495, Block-2, Lawyer's Chamber, Delhi High Court, Mobile-9810294209 as the Sole Arbitrator for adjudicating the disputes that have arisen between the parties. The Arbitrator shall give disclosure under Section 12 of the Act before proceeding with the reference.

7. The petition is allowed in the above terms, with no order as to costs.

NAVIN CHAWLA, J

NOVEMBER 02, 2018

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