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

\+ ARB.P. 669/2018

ARIHANTA CONSTRUCTIONS

..... Petitioner

Through: Mr.Ravinder Agarwal & Mr.Shailender Sharma, Advs.

versus

AMIRA PURE FOOD PVT.LTD & ORS.

..... Respondents

Through: None.

CORAM:
HON'BLE MR. JUSTICE NAVIN CHAWLA

O R D E R

% 21.12.2018

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 Settlement Agreement dated January, 2018. The said Settlement Agreement contains an Arbitration Agreement in form of Clause 10 thereof, which is reproduced hereinbelow:-

> *"10. All disputes arising out of this Agreement shall, to the extent possible be settled amicably by prompt and good faith negotiation between the Parties. In the event the Parties failed to reach an amicable settlement, the dispute shall be referred to a sole arbitrator appointed by the consent of both the parties for adjudication of the dispute as per the Arbitration and Conciliation Act, 1996. Decision of the Arbitrator shall be final and binding on the Parties. The Arbitration shall be held at New Delhi and the proceedings shall be in English language."*

Disputes having arisen between the parties, the petitioner by its notice dated 25.07.2018 invoked the arbitration. Having failed to receive a response, the present petition has been filed.

Respondents could not be served through ordinary process. On 03.12.2018, the learned counsel for the petitioner handed over a printout of the Company Master Data of the respondent no. 1 Company from the website of the Ministry of Corporate Affairs and submitted that the registered office address of the respondent no. 1 Company is the same where attempts were made to serve respondent no. 1. He submitted that respondent no. 1 is intentionally avoiding service of notice. The petitioner was, therefore, permitted to serve the respondent no. 1 by way of e-mail at the e-mail address given in the Company Master Data.

The petitioner has filed the affidavit of service indicating that the notice was sent at the e-mail address mentioned in the Company Master Data and has not been received back undelivered. I, therefore, deem it to be appropriate service on respondent no. 1.

The learned counsel for the petitioner submits that the petitioner does not make any claim against respondent nos. 2 and 3 and they may be deleted from the array of parties. It is ordered accordingly.

As the existence of the Arbitration Agreement and due invocation therefore have remained uncontested from the respondent, I see no impediment in appointing an Arbitrator for adjudicating the disputes that have arisen between the parties in relation to the abovementioned Settlement Agreement.

I appoint **Justice N.K. Mody**, Retired Judge of Madhya Pradesh High Court (R/o A-192, Defence Colony, New Delhi, Mobile: 8319397393) as an

Arbitrator for adjudicating the disputes that have arisen between the parties in relation to the abovementioned Settlement Agreement.

The Arbitrator shall give disclosure under Section 12 of the Act before proceeding with the reference.

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

NAVIN CHAWLA, J

DECEMBER 21, 2018/*rv*