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

+ **ARB.P. 605/2018**

SKCS FINVEST PVT.LTD

..... Petitioner

Through: Ms. Kanika Baweja and Mr. Sudeep
Sudan, Advs.

versus

JC WORLD HOSPITALITY PVT LTD

..... Respondent

Through: None.

CORAM:

HON'BLE MR. JUSTICE NAVIN CHAWLA

ORDER

% **20.09.2018**

This petition has been filed under Section 11 of the Arbitration and Conciliation Act, 1996 (hereinafter referred to as the 'Act') seeking appointment of an Arbitrator for adjudicating the disputes that have arisen between the parties in relation to the Provisional Allotment Letter dated 27.06.2014 by which the petitioner had agreed to purchase a Unit bearing no. JCWFC-03-307 at JC World Noida Mall being developed by the respondent. The said Provisional Allotment Letter in the Clause 11.2 of the Terms and Conditions of allotment contains an Arbitration Agreement between the parties, which is reproduced hereinbelow:-

*"Any dispute or difference (**Dispute**) arising out or in connection with the interpretation or implementation of these T & C, or out of or in connection with the breach, or alleged breach of these T & C, which cannot be amicably resolved between the parties within*

thirty (30) days from the raising of the dispute by one party with other party shall be referred to and settled by Arbitration to held in New Delhi in accordance with the Arbitration and Conciliation Act, 1996, by a sole Arbitrator appointed mutually by the Parties. The language of the Arbitration shall be English. Any Arbitration Award by the Arbitrator shall be final and binding upon the Parties, shall not be subject to appeal, and shall be enforced by Judgment of a Court of competent jurisdiction."

Disputes having arisen between the parties, the petitioner invoked the Arbitration Agreement vide its notice dated 20.03.2018. Having failed to receive a response from the respondent, the present petition was filed.

Notice of the petition was issued to the respondent on 20.08.2018. In spite of service of notice and the matter being pass-over once none appeared for the respondent.

As the existence of the Arbitration Agreement and due invocation thereof remained uncontested by the respondent, I find no impediment in appointing a Sole Arbitrator for adjudicating the disputes that have arisen between the parties in relation to the abovementioned Provisional Allotment Letter.

I appoint **Ms. Rajni Anand, Advocate** (79, R.P.S. Colony Sheikh Sarai Phase-I, New Delhi-110017, M: 9891593401, 8527388401) as a Sole Arbitrator for adjudicating the disputes that have arisen between the parties. The arbitrator shall give a 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.

Dasti.

SEPTEMBER 20, 2018

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NAVIN CHAWLA, J