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

+ ARB.P. 510/2017

RAJIV JALAN

..... Petitioner

Through: Mr Jagjit Singh, Mr Preet Singh and
Mr Narayan Dev Parashar,
Advocates.

versus

HECTOR REALTY VENTURES PVT.
LTD. & ORS.

..... Respondents

Through: Ms Arti Singh, Ms Pooja Singh,
Advocates with Mr Luv Sachdeva,
Law officer.

CORAM:

HON'BLE MR. JUSTICE VIBHU BAKHRU

ORDER

% **06.03.2018**

1. The petitioner has filed the present petition under Section 11 of the Arbitration and Conciliation Act, 1996, *inter alia*, praying that an Arbitrator be appointed to adjudicate the disputes that have arisen between the concerned parties in relation to an agreement dated 04.07.2015 (hereafter 'the Agreement'). The Agreement contains an arbitration clause, which reads as under:-

“7. That all disputes/differences arising between the parties under or in relation to this agreement, shall be resolved by reference to arbitration in accordance with the Arbitration and Conciliation Act, 1996. The venue of arbitration shall be Gurgaon, Kanpur or Delhi.”

2. The learned counsel appearing for the respondents does not dispute the existence of an arbitration clause. It is also not disputed that the petitioner had invoked the arbitration clause by a letter dated 20.03.2017 and had proposed the names of a former Judge of this Court to be appointed as a Sole Arbitrator. The learned counsel appearing for the petitioner states that the Arbitrator as proposed by the petitioner is not acceptable.
3. The learned counsel for the parties further submit that the parties have no objection if an Arbitrator is appointed under the Rules of Delhi International Arbitration Centre (DIAC) and the arbitration is conducted under the Rules of DIAC.
4. In view of the above, the parties are directed to appear before the Co-ordinator, DIAC on 20.03.2018 at 11:00 AM. The DIAC shall appoint a Sole Arbitrator in accordance with its Rules. The arbitration shall be conducted under the aegis of DIAC and in accordance with its Rules.
5. The petition is disposed of in the above terms.

VIBHU BAKHRU, J

MARCH 06, 2018
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