

\$~1

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

+ **ARB.P. 522/2017**

M/S MGM REALTORS PVT LTD & ORS. Petitioners

Through: Mr Ranvir Singh and Mr Sanjiv
Kumar Chaudhary, Advocates.

versus

DLF UNIVERSAL LTD. Respondent

Through: Ms Simran Brar, Ms Devika Sehgal
and Ms Anjali Dwivedi, Advocates.

CORAM:

HON'BLE MR. JUSTICE VIBHU BAKHRU

ORDER

% **03.04.2018**

1. The petitioner has filed the present petition under Section 11 of the Arbitration and Conciliation Act, 1996 (hereafter 'the Act'), *inter alia*, praying that an arbitrator be appointed to adjudicate the disputes that have arisen between the parties in respect of three separate agreements – all dated 14.12.2010 – captioned 'Retail Space Buyer's Agreement' (hereafter 'the Agreements'). The Agreements are similarly worded and include an arbitration clause, which reads as under:-

“50. **Arbitration**

All or any disputes arising out of or touching upon or in relation to the terms of this Agreement including the interpretation and validity of the terms thereof and the respective rights and obligations of the parties shall be settled amicably by mutual discussion failing which the same shall be settled through arbitration. The arbitration proceedings shall be governed by the

Arbitration & Conciliation Act, 1996 or any statutory amendments/modifications thereof for the time being in force. The arbitration proceedings shall be held at an appropriate location in Delhi or New Delhi by a Sole Arbitrator who shall be appointed by the Intending Seller and whose decision shall be final and binding upon the parties. The Intending Allottee hereby confirms that he/she shall have no objection to this appointment even if the person so appointed, as the arbitrator is an employee or advance of the Intending Seller or otherwise connected with the Intending Seller and the Intending Allottee confirms that notwithstanding such relationship/connection, the Intending Allottee shall have no doubts as to the independence or impartiality of the said Arbitrator. The Courts at Delhi alone shall have this jurisdiction.”

2. The learned counsel appearing for the respondent does not dispute the existence of the arbitration agreement. It is also not disputed that the petitioner had invoked the said clause.
3. With the consent of the parties, it is directed that an arbitrator be appointed by the Delhi International Arbitration Centre (DIAC) to adjudicate the disputes that have arisen between the parties. The arbitration shall be conducted under the aegis of DIAC and in accordance with its Rules.
4. It is also clarified that since the disputes relate to three separate agreements, three separate arbitration proceedings shall be conducted.
5. The parties are directed to appear before the Coordinator, DIAC on 13.04.2018 at 11:00 AM.

6. The petition is disposed of in the above terms.

VIBHU BAKHRU, J

APRIL 03, 2018/MK