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

+ ARB.P. 84/2018

DEVRAISHI , PROPRIETOR, M/S SHARANS ASSOCIATES

..... Petitioner

Through Mr.Ayush Choudhary and
Mr.Devanshu Yadav, Advs.

versus

PLATINUM PLASTER LIMITED

..... Respondent

Through None

CORAM:

HON'BLE MR. JUSTICE NAVIN CHAWLA

ORDER

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28.05.2018

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 a Sole Arbitrator for adjudicating the disputes that have arisen between the parties in relation to the Agreement dated 17.12.2013. The said Agreement contains an Arbitration Agreement in form of Clause 2(M) which is reproduced herein below:

"2(M) ARBITRATION

All dispute and differences or questions whatsoever which shall either during it continuance of this agreements on afterwards, arise between the First Party and the Second Party or between their respective representative or between any party to these present and the respective representative of the party touching these presents or the construction or any parties hereto in any way relating to these presents shall referred to a single arbitrator before entering upon the reference the Arbitration Act, IX of 1940 on any

statutory modifications or reenactment thereof for the time being in force and the arbitration proceedings shall be held and conducted in New Delhi alone and the Competent Court of NEW Delhi alone shall have jurisdiction in the matter.”

The disputes having arisen, the petitioner invoked the Arbitration Agreement vide its notice dated 12.04.2017, however, having received no response thereto, the present petition was filed by the petitioner.

Notice of this petition was issued to the respondent by the order dated 31.01.2018. On 13.03.2018 the respondent prayed for two weeks' time to file the reply which was granted. However, no reply was filed and on 20.04.2018 a request was made by the parties to be referred to the Delhi High Court Mediation and Conciliation Centre (DHCMCC) so as to explore the possibility of an amicable settlement. While referring the parties to the DHCMCC, it was made clear that in case no settlement is arrived at, the respondent shall file its reply. The mediation has failed and the respondent has not filed any reply to the petition.

In spite of a pass-over being granted, none appeared on behalf of the respondent.

As the existence of the Arbitration Agreement is not denied by the respondent nor is there any denial to the invocation thereof, I do not see any impediment in appointing a Sole Arbitrator for adjudicating the disputes that have arisen between the parties in relation to the abovementioned Agreements.

Accordingly, I appoint **Mr. Shashank Garg**, Advocate, 268, Ground Floor, Masjid Moth, Near Uday Park, New Delhi, Mobile-9811526671 as a

Sole Arbitrator for adjudicating the disputes that have arisen between the parties.

The Arbitrator shall give his disclosure statement in terms of Section 12 of the Act before entering upon the reference.

The Arbitration shall be conducted under the aegis of the Delhi International Arbitration Centre and shall be governed by its rules as to procedure and fee.

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

Dasti.

NAVIN CHAWLA, J

MAY 28, 2018/Arya