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IN THE HIGH COURT OF DELHI AT NEW DELHI

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ARB.P. 110/2019

M/S SAFFRON TECH PVT. LTD. Petitioner

Through: Mr.Dhruv Madan, Adv.

versus

M/S K RASA INTERNATIONAL PVT. LTD. Respondent

Through: None.

CORAM:

HON'BLE MR. JUSTICE NAVIN CHAWLA

ORDER

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13.03.2019

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 Buyers Agreement dated 01.12.2014 executed between the parties. The said Agreement contains an Arbitration Agreement in form of Clause 8.2 thereof which is reproduced hereunder:-

"8. DISPUTE RESOLUTION

xxxxx

8.2 If in spite of the aforesaid, any dispute or difference arising out of this agreement cannot be settled by negotiations within 30 days of the same having arisen, the same shall be decided by arbitration of a sole arbitrator, who shall be appointed with mutual consent of the parties. If there is no consensus on the nomination of sole arbitrator the same shall be appointed in the manner prescribed under the Arbitration & Conciliation Act, 1996. The arbitral tribunal shall conduct arbitration proceedings in accordance with the Arbitration and Conciliation Act, 1996. The place of such arbitration shall be New Delhi and the language of such arbitration shall be English."

Clause 9 of the Agreement further vests the exclusive jurisdiction in this Court.

Disputes having arisen between the parties, the petitioner invoked the Arbitration Agreement vide notice dated 12.09.2018. Having received no response, the petitioner addressed yet another notice on 09.10.2018. Again having failed to receive a response, the petitioner filed the present petition.

Notice on this petition was issued on the respondent on 15.02.2019. The petitioner has filed an affidavit of service, which though is not on record, a copy of the same has been handed over by the counsel for the petitioner. The affidavit of service indicates that the respondent has been duly served by *dasti* mode at its Nodia address through the Nazarat Branch, District Court, Gautam Budh Nagar.

In spite of service none appears for the respondent.

As the existence of the Arbitration Agreement and due invocation thereof remain uncontested, I see no impediment in appointing a Sole Arbitrator for adjudicating the disputes that have arisen between the parties in relation to the abovementioned Agreement.

I appoint **Mr.Vinay Singh Bist**, Advocate (R/o C-10, Basement, Nizamuddin West, New Delhi-110013, Mobile: 09711670192) 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.

NAVIN CHAWLA, J

MARCH 13, 2019/rv