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

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Date of decision: 14th October, 2019

+ ARB.P. 497/2019

RAHUL GUPTA

..... Petitioner

Through Mr. Ashish Mohan, Advocate.

versus

M/S ALMOND INFRABUILD PVT. LTD.

& ANR.

..... Respondents

Through Mr. Kartik Nayar, Advocate.

CORAM:

HON'BLE MS. JUSTICE JYOTI SINGH

JYOTI SINGH, J. (ORAL)

1. The reply is not on record. A copy of the reply has been received by the learned counsel for the petitioner. Photocopy of the reply has been handed over in Court.
2. Mr. Nayar, learned counsel for the respondent fairly submits on instructions from his clients that he has no objection to the appointment of an Arbitrator.
3. This petition is filed under Section 11 with respect to the Buyers Agreement and the Memorandum of Understanding, both dated 19th March, 2014 respectively.

4. Dispute and differences had arisen between the parties, pursuant to which the present petition has been filed.

5. The Arbitration clauses between the parties reads as under:-

In the event of any difference or dispute between the parties hereto with respect to this Memorandum of Understanding, the same shall be referred to sole arbitrator mutually appointed by the parties in accordance with the provisions of the Arbitration and Conciliation Act, 1996 or any re-enactment or modification thereto. Such arbitration shall be held in New Delhi. This Memorandum of Understanding is subject to the jurisdiction of the Courts of New Delhi.

“21. DISPUTE RESOLUTION

21.1 All or any dispute that may arise with respect to the terms and conditions of the interpretation and validity of the provisions hereof and the respective rights and obligations of the parties shall be first settled thorough mutual discussion and amicable settlement, failing which the same shall be settled through arbitration. The arbitration proceedings shall be under the Arbitration and Conciliation Act, 1996 and any statutory amendments/ modifications thereto by a sole arbitrator who shall be mutually appointed by the Parties or if unable to be mutually appointed, then to be appointed by the Court. The decision of the Arbitrator shall be final and binding on the parties.

21.2. The Venue of Arbitration shall be at gurgaon and only the courts at Gurgaon shall have the jurisdiction in all matters arising out of this agreement.”

6. With the consent of the parties, Hon’ble Mr. Justice Manmohan Singh, former Judge of this court is appointed as a Sole Arbitrator to adjudicate the disputes between the parties.

7. The address and mobile number of the learned Arbitrator is as under:

Hon'ble Mr. Justice Manmohan Singh,
Former Judge of Delhi High Court,
AB-13, Pandara Road,
New Delhi-110003
Mobile: 9717495001

8. The learned Arbitrator shall give disclosure under Section 12 of the Act before entering upon reference.

9. Fee of the Arbitrator shall be fixed as per Fourth Schedule of the Act.

10. The petition is disposed of in the aforesaid terms.

JYOTI SINGH, J

OCTOBER 14, 2019/yo