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

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Date of decision: 06.12.2019.

+ **ARB.P. 530/2019**

SILVER ARROW AUTOMOBILES Petitioner

Through: Mr.Diljit Singh Ahluwalia and
Mr.Anubhav Mehrotra, Advocates

versus

LAURENT AND BENON Respondent

Through: None

CORAM:
HON'BLE MS. JUSTICE JYOTI SINGH

JYOTI SINGH, J. (ORAL)

1. Affidavit of service has been filed by the petitioner. The affidavit states that summons were sent to the respondent *via* courier. The tracking report indicates that summons were delivered at the registered address of the respondent on 02.11.2019.

2. The affidavit further states that the petitioner attempted to serve the respondent through electronic mode on 3 email-Ids. E-mail sent on amansingh@gmail.com, on 23.10.2019 did not bounce back, and is thus deemed to be served.

3. This Court finds that respondent has thus been served through courier as well as electronic mode.

4. Matter has been called twice. There is no appearance on behalf of the respondent. It appears that respondent is not interested in defending the case. The respondent is accordingly, proceeded *ex parte*.

5. The parties entered into an agreement dated 27.10.2016, which incorporated an Arbitration Clause. The said clause reads as under:-

“IX-Liability. Para-3. Disputes: All questions, disputes or differences whatsoever which may at any time arise between the parties hereto touching this contract or subject matter thereof or arising out of or on relation thereto shall be referred to a single arbitrator in (Dealers location) in accordance with and subject to the provisions of the Indian Arbitration and Conciliation Act, 1996 or any enactment and statutory modification thereof for the time being in force.”

6. Learned counsel for the petitioner submits that the notice invoking Arbitration was sent to the respondent on 29.06.2019. The respondent had replied to the notice on 02.07.2019 disputing the existence of the Arbitration Agreement.

7. In view of the judgment of the Supreme Court in ***Mayavati Trading Private Limited v. Pradyut Deb Burman (2019) 8 SCC 714*** read with Section 11(6A) of the Arbitration and Conciliation Act, 1996 (‘Act’) this Court while deciding the petition under Section 11(6) is only required to determine the existence of an Arbitration Clause.

8. Since the respondent has chosen not to appear, the Arbitration Clause between the parties is deemed to be admitted.

9. In view of the above, Mr.Abhyudai Singh, Advocate (Mob. No. 9968821409) is appointed as a sole Arbitrator to adjudicate the disputes between the parties.

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

Mr.Abhyudai Singh
Mob. No.9968821409
AZB House
Plot No. A8, Sector 4
Noida 201301

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

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

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

JYOTI SINGH, J.

DECEMBER 06, 2019
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