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

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Date of decision: 20.12.2019

+ ARB.P. 657/2019

IPM INDIA WHOLESALE TRADING PVT LTD. Petitioner
Through Mr. Siddharth Bawa and Mr. Shyamal
Anand, Advocates.

versus

RAVINDER NATH Respondent
Through Mr. Shresth Choudhary, Mr. Soumil
Gonsalves and Mr. Itish Kakal,
Advocates.

CORAM:

HON'BLE MS. JUSTICE JYOTI SINGH

JYOTI SINGH, J. (ORAL)

1. Learned counsel for the respondent submits, on instructions from the respondent, that he has no objection to the appointment of an Arbitrator.
2. Disputes between the parties arise out of an agreement dated 19.05.2017. The Arbitration Clause in the agreement reads as under:-

“30.2 In the event a dispute arises in connection with the Interpretation or Implementation of this Lease deed, or any clause of this lease, shall, in the first Instance, endeavor to settle such dispute amicably within 30 days of written communication of such dispute, failing which the Parties shall refer the dispute for resolution by binding arbitration by a single arbitrator such as retired High Court or Supreme Court judge in New Delhi) to be appointed by mutual understanding of parties. The arbitration shall be conducted in accordance with the Arbitration and Conciliation Act, 1996, as may be amended and modified from time to time. The venue of arbitration shall be Delhi, India.

30.3 All proceedings in any arbitration shall be conducted in English;

30.4 The cost of Arbitration shall be borne equally by the Parties.

30.5 When any dispute is under arbitration, except for the matters under dispute, the Parties shall continue to exercise their remaining respective rights and fulfill their remaining respective obligations under this lease.

30.6 Without prejudice to anything contained in Clause 30.2, this Lease deed shall be construed in accordance with and governed by the laws prevailing in India for the time being in force and all enactments thereof and for all purpose the competent Courts of Delhi alone shall have exclusive jurisdiction over all disputes / suits / petition reference/ claims / filing arising out of this lease including, without limitation, a petition for appointment of an arbitrator or arbitrators under section 11 of the Arbitration and Conciliation Act, 1996.”

3. With the consent of the parties, Mr. Justice S.N. Aggarwal, former Judge of this Court, is appointed as a Sole Arbitrator to adjudicate the disputes between the parties.

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

Hon'ble Mr. Justice S.N. Aggarwal,
Former Judge of Delhi High Court,
Flat No. 302, Block 4, IInd Floor,
19 Rajpur Road, Delhi-110054
Mobile: 8860091011

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

6. Fee of the Arbitrator shall be fixed as per Fourth Schedule of the Act.
7. The petition is disposed of in the aforesaid terms.

JYOTI SINGH, J

DECEMBER 20, 2019

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