

\$~7

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

+ **ARB.P. 57/2020**

**M/S ADLAKHA ASSOCIATES PVT. LTD. .... Petitioner**  
**Through: Mr. Avinash Trivedi, Adv.**

**versus**

**GREATER NOIDA INDUSTRIAL DEVELOPMENT AUTHORITY**  
**..... Respondent**  
**Through: Mr. Piyush Chandel, Adv.**

**CORAM:**  
**HON'BLE MS. JUSTICE REKHA PALLI**

**ORDER**  
**% 03.03.2020**

1. The present petition under Section 11 (6) of the Arbitration and Conciliation Act, 1996 seeks appointment of an Arbitrator for adjudication of disputes and differences which have arisen between the parties in relation to the agreement dated 11.12.2007 for the construction of an EWS Housing project (4848 houses) at Omicron-1, Construction of Police Station at Badalpur, Greater Noida.
2. Learned counsel for the petitioner submits that upon disputes having arisen between the parties, the petitioner invoked the arbitration clause by way of legal notice dated 18.06.2016 but no response thereto was received from the respondent. He, therefore, prays that in accordance with Clause 8 of the Memorandum of Understanding, this Court may appoint an independent Arbitrator. Clause 8 of the memorandum of understanding reads as under:-

## **"CLAUSE 8**

### **LAW, ARBITRATION & JURISDICTION:**

*8.1 This Agreement shall be governed by all laws as applicable to the state of Uttar Pradesh.*

*8.2 In the event any or all dispute whatsoever arising out of the scope consultant or interpretation of this Agreement or any clause thereof cannot be settled through mutual decision shall be final and binding of the parties. It shall be no objection that the Arbitration so appointed is an office of the client or that during the course of his posting with the client has the occasion to deal with the filed or subject makes of this Agreement Subject to the aforesaid the provisions of the Arbitration and Conciliation Act 1996 shall apply.*

*8.3 The High Court of Judicature at Allahabad and the Client of the Distt of Gautam Budh Nagar above shall have jurisdiction in all matter arising out of or touching this Agreement."*

3. In the light of the arbitral clause as noted hereinabove and the fair stand taken by the respondent, the petition is allowed. Mr.Vinod Jain, retired ADJ, (Mob: 9468178585) is appointed as the Sole Arbitrator to adjudicate the disputes and differences which have arisen between the parties in relation to the construction of 4848 EWS houses at Omicron-1, Construction of Police Station at Badalpur, Greater Noida.
4. It is made clear that this Court has not made any observations on the merits of the matter and it will be open for the parties to raise all pleas permissible in law, before the learned Arbitrator.
5. The arbitration shall be conducted under the aegis of Delhi

International Arbitration Centre (DIAC). The fees of the learned arbitrator shall be in accordance with the Schedule-IV of fees prescribed under the Delhi High Court Arbitration Centre (Administrative Costs and Arbitrators' Fees) Rules.

6. Before commencing arbitration proceedings, the Arbitrator will ensure compliance of Section 12 of the Arbitration and Conciliation Act, 1996.

7. A copy of this order be sent to Delhi International Arbitration Centre (DIAC) as also to the learned Arbitrator.

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

**REKHA PALLI, J.**

**MARCH 03, 2020**  
*'sdp'*