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

+ **ARB.P. 56/2020**

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

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03.03.2020

1. The present petition under Section 11 (6) of the Arbitration and Conciliation Act, 1996 seeks appointment of an Arbitrator to adjudicate the disputes and differences, which have arisen between the parties in relation to the Memorandum of Understanding dated 04.03.2010 entered into between the parties for Construction of Police Station Complex and staff housing at Village 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 has been received from the respondent. He, therefore, prays that in accordance with Clause 8 of the Memorandum of Understanding which reads as under, this Court may appoint an

independent:-

“Both parties shall attempt to settle any dispute, differences or controversy of any nature in connection with or arising owing to this agreement amicably. The parties may require that any such dispute, difference or controversy be referred to the C.E.O., GNIDA.

If such a dispute cannot be settled amicably within 30 days of such referral, the matter may be deferred to a Board of Arbitrators, in accordance with the Rules of Arbitration of the Indian Council of Arbitration and subject to the provision of “The Arbitration & Conciliation Act, 1996”. There shall be a Board of three arbitrators of whom each party shall select one and the third arbitrator shall be appointed in accordance with the Rules of Arbitration of the Indian Council of Arbitration. The arbitrators shall issue a reasoned Award. The venue of such arbitration shall be New Delhi, India. Both parties agree that awards relating to any dispute shall be final and binding on them as from the date they are made.”

3. Learned counsel for the respondent, while not admitting the averments made in the petition, has no objection to the appointment of an independent Arbitrator by this Court.

4. Accordingly, in the light of the arbitral clause as noted hereinabove and the fair stand taken by the respondent, the petition is allowed. Mr.S.M. Chopra, retired ADJ (Mob:-92132-30349) is appointed as the Sole Arbitrator to adjudicate the disputes and differences which have arisen between the parties in relation to Construction of Police Station Complex and staff housing at Village Badalpur, Greater Noida"

5. 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.

6. 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.
7. Before commencing arbitration proceedings, the Arbitrator will ensure compliance of Section 12 of the Arbitration and Conciliation Act, 1996.
8. A copy of this order be sent to Delhi International Arbitration Centre (DIAC) as also to the learned Arbitrator.
9. The petition is disposed of in the aforesaid terms.

REKHA PALLI, J.

MARCH 03, 2020
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