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

+ ARB.P. 415/2020 & I.A. 8438/2020

TARA GENSET ENGINEERS REGD. Petitioner

Through: Mr. Rajan Tyagi and
Mr. Umang Tyagi, Advs.

versus

M/S ALCOTT TOWN PLANNERS PVT. LTD. Respondent

Through: Ms. Satakshi Sood and
Mr. Rishi K. Awasthi, Advs.

CORAM:

HON'BLE MR. JUSTICE C. HARI SHANKAR

ORDER (O R A L)

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22.09.2020

(Video-Conferencing)

1. Arbitral disputes have arisen between the parties. The arbitration clause, in the contract, between them reads as under:

“Arbitration: Any difference or claim or dispute arising out of this Agreement, shall be determined by arbitrator/s in accordance with the rules of the Arbitration and Conciliation Act 1966 as updated and the location of such Arbitration shall be New Delhi/ Gurgaon.”

2. Ms. Satakshi Sood, learned Counsel for the respondent submits, at the very outset that she has instructions to state that her clients have no objection to an arbitrator being appointed by the Court to arbitrate

on the disputes between the parties.

3. Accordingly, Mr. Amit Andley, Advocate (Mobile No. 9811151686) is appointed as arbitrator to arbitrate on the disputes between the parties. The parties would contact Mr. Andley, at the aforesaid contact details, at 2 p.m. on 24th September, 2020.

4. Mr. Andley would file the requisite disclosure under Section 12 of the Arbitration & Conciliation Act, 1996 within a week of entering on reference.

5. The fees would be decided by the learned arbitrator in consultation with the parties.

6. This petition alongwith the pending application stand disposed of in the aforesaid terms.

C. HARI SHANKAR, J.

SEPTEMBER 22, 2020/kr