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

+ **O.M.P. (T) (COMM.) 18/2024**

RIPUDAMAN SINGH KALSEY Petitioner

Through: Mr. Amit Prabhat Deshpande, Adv.
(M- 9810477630)

versus

**AFFORDABLE INFRASTRUCTURE AND HOUSING PROJECTS
PRIVATE LIMITED** Respondent

Through: Mr. Syed Fazl Askari & Mr. Himesh
Thakur, Advs. (M- 7054760737)

**CORAM:
JUSTICE PRATHIBA M. SINGH**

ORDER
% **11.03.2024**

1. This hearing has been done through hybrid mode.
2. Dispute in the present case arises from a Joint Development Agreement dated 26th October, 2019 (*hereinafter*, 'The Agreement') which was entered into between the parties for the development of three flats in a commercial premises situated in Sector-66, Gurugram, Haryana.
3. It is claimed by the Petitioner-Ripudaman Singh Kalsey that the Respondent-Affordable Infrastructure & Housing Projects Pvt. Ltd. failed to abide by the terms of the agreement and subsequently, the Petitioner issued a demand notice dated 17th April, 2023 to the Respondent. The Petitioner further claims that the Respondent did not pay the dues even after the said notice and hence, the Petitioner vide legal notice dated 4th November, 2023 invoked Arbitration in terms of clause 16 of the agreement.



4. The Court had, vide order dated 22nd December, 2023 appointed the sole Arbitrator to adjudicate disputes in the present matter. However, the said Arbitrator refused to enter reference. Accordingly, the prayer is for appointment of a substitute Arbitrator. Considering that the present petition is necessitated only due to the fact that the Id. Arbitrator refused to enter reference, no fresh notice is required to be issued. Let the DIAC appoint the Arbitrator in terms of the DIAC Rules.

5. The petition is disposed of. All pending applications are also disposed of.

PRATHIBA M. SINGH, J.

MARCH 11, 2024

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