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IN THE HIGH COURT OF DELHI AT NEW DELHI

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ARB.P. 728/2023

COL LALAN CHAUBEY

..... Petitioner

Through: Mr. B.P. Vaishnav, Ms. Birjesh
Sharma and Mr. Vinod Kr. Kataria,
Advocates.

versus

M/S CLUB RESORTO HOSPITALITY LTD

..... Respondent

Through: None.

CORAM:

JUSTICE PRATHIBA M. SINGH

ORDER

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09.04.2024

1. This hearing has been done through hybrid mode.
2. The present petition is filed under Section 11 of the Arbitration and Conciliation Act, 1996 (hereinafter, '*the Act*') seeking appointment of a *Id.* Sole Arbitrator. The Petitioner- Col. Lalan Chaubey had availed of a vacation package from Respondent- M/s Club Resorto Hospitality Ltd. and had paid a sum of Rs.2,25,000/- along with an annual subscription dated 20th September, 2018. When the Petitioner approached the Respondent for availing of the vacation packages, repeatedly, various conditions were imposed upon the Petitioner. The Petitioner is stated to have sent repeated emails dated 17th April, 2019 and 24th April, 2019, however the Respondent is stated to have delayed the process by stating procedural errors.
3. The Petitioner then sought refund of the amount which was not given



despite agreeing to pay back some amount. The Petitioner then filed an application under Section 11(6) of the Act being **ARB.P. 330/2023**. However, at that time, since the notice invoking arbitration under Section 21 of the Act had not been given, the Petitioner withdrew the same as recorded in the order dated 23rd March, 2023. On 23rd April, 2023, the Petitioner issued a notice under Section 21 of the Act. However, no reply is stated to have been received.

4. As per the record of the Registry, the Respondent has been repeatedly served through email as also an ordinary process. There is no appearance on behalf of the Respondent. In terms of the membership agreement dated 20th September, 2018, there is an Arbitration Clause with the Seat at Delhi. Clause 10 for the Arbitration in the said agreement reads as under:-

" 10. ARBITRATION AND JURISDICTION

10.1. All the dispute, differences or questions arising out of this transaction shall be settled by a sole arbitrator to be appointed by the Company. The arbitration proceedings shall be as per the provisions of "India Arbitration and Conciliation Act, 1996" including any amendment thereto. The venue of such arbitration shall be Delhi. The language used in the Arbitration proceedings shall be English only.

10.2. The Award asked by the Arbitrator shall be final and binding.

10.3. In respect of all matter pertaining to this transaction only the Civil Courts at New Delhi shall have the jurisdiction."

5. In view of the above, the disputes are referred to **Mr. Dhruv Tamta, Advocate (M: 9899989917)**, who is present in Court. He is appointed as an adhoc Id. Sole Arbitrator. Considering the amount that has been claimed, the fee of the Id. Arbitrator is fixed lump sum Rs.50,000/-, excluding any out of



pocket expenses. The same shall be initially borne by the Petitioner. The arbitration proceedings shall be held in the Chamber being Chamber No. 331, New Lawyers Chamber, Supreme Court.

6. List before the Id. Sole Arbitrator on 6th May, 2024, at 4.00pm. The Id. Arbitrator shall give notice to the Respondent once more.

7. The petition is disposed of with all pending applications, if any. Registry to communicate the present order to the Respondent by email.

PRATHIBA M. SINGH, J.

APRIL 9, 2024

mr/bh