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IN THE HIGH COURT OF DELHI AT NEW DELHI

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ARB.P. 1246/2023 & I.A. 23569/2023

MRS MADHULIKA LAMBA

..... Petitioner

Through: Mr. Aditya Singh, Mr. Kamal Kishor,
Mr. Aditya Kumar, Advs.

versus

MUNICIPAL CORPORATION OF DELHI

..... Respondent

Through: Mr. Harsh Singhal, Mr. Utkarsh
Singhla, Advs. for MCD

CORAM:

HON'BLE MR. JUSTICE JASMEET SINGH

ORDER

08.01.2024

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I.A. 23568/2023-EX.

1. Exemption is granted subject to all just exceptions.
2. The petitioner shall file legible and clearer copies of exempted documents, complaint with practice rules before the next date of hearing.
3. The application is disposed of.

ARB.P. 1246/2023

4. This is a petition seeking appointment of an Arbitrator in terms of Arbitration Clause 7.2 of the License Agreement dated 20.05.2016 which reads as under:-

“7.2 Dispute Resolution: The Licensor and the Licensee shall make every effort to resolve the disputes amicably by direct informal negotiations, any disagreement or dispute arising between them under or in connection with the contract. If



after thirty days from the commencement of such informal negotiations, the Licensor and the Licensee be unable to resolve amicably a contract dispute, either party may require that the dispute be referred for resolution by formal arbitration. The Commissioner, North DMC shall appoint a sole Arbitrator for the dispute and whose decisions shall be final and binding. In case of any dispute arising between the licensor and the licensee in respect of the interpretation or performance of any terms and conditions of this license, the same shall be referred to the sole arbitration of the Commissioner, North DMC whose decision thereon shall be final and binding on both the parties. The licensee shall not object to the officer of the Corporation action as sole arbitrator on the ground that he had dealt with the case or has at some stage expressed opinion in any matte connected therewith.”

5. As the dispute had arisen, the petitioner invoked the Arbitration Clause *vide* the notice dated 01.03.2023. Since, no Arbitrator was appointed, the present petition was filed.
6. When the matter came up on 28.11.2023, the respondent sought and was granted 2 weeks to file a reply. No reply has been filed till today and Mr. Singhal seeks some more accommodation.
7. Since, no reply has been filed, I am inclined to allow the arbitration petition.
8. For the said reasons, Mr. Ashok Kashyap, Adv. (Mob: 9810349031) is appointed as a Sole Arbitrator to adjudicate the disputes between the



parties.

9. The arbitration will be held under the aegis of the Delhi International Arbitration Centre, Delhi High Court, Sher Shah Road, New Delhi hereinafter, referred to as the 'DIAC'). The remuneration of the learned Arbitrator shall be in terms of Fourth Schedule of the Arbitration and Conciliation Act, 1996 or as the parties may agree.
10. The learned Arbitrator is requested to furnish a declaration in terms of Section 12 of the Arbitration and Conciliation Act, 1996 prior to entering into the reference.
11. It is made clear that all the rights and contentions of the parties, including as to the arbitrability of any of the claim, any other preliminary objection, as well as claims on merits of the dispute of either of the parties, are left open for adjudication by the learned Arbitrator.
12. The parties shall approach the learned Arbitrator within two weeks from today.
13. The petition is allowed and disposed of in the aforesaid terms.

JASMEET SINGH, J

JANUARY 8, 2024 / (MS)

Click here to check corrigendum, if any