



\$~4

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

+ **ARB.P. 1208/2024**

**CUSHMAN AND WAKEFIELD PROPERTY MANAGEMENT
SERVICES INDIA PRIVATE LIMITED**Petitioner

Through: Mr. Vivek Malik, Advocate.

versus

VINAYAK FACILITY MANAGEMENT PRIVATE LIMITED

.....Respondent

Through:

CORAM:

HON'BLE MR. JUSTICE SUBRAMONIUM PRASAD

ORDER

26.09.2024

%

1. The present petition under Section 11(6) of the Arbitration and Conciliation Act, 1996 ('A&C Act') has been filed by the Petitioner seeking appointment of an independent sole arbitrator to adjudicate the disputes between the parties.

2. It is stated that the Petitioner herein entered into an LOA dated 22.02.2023 with the Respondent herein for providing facility management services to the residents of 'M2K Victoria Garden' society. It is stated that disputes have arisen between the parties regarding non-payment of dues by the Respondent herein to the Petitioner herein to the tune of Rs. 16,76,372/-. It is stated that the Petitioner herein invoked Clause 13 of the LOA which provides for arbitration for adjudication of the disputes between the parties. Clause 13 of the LOA reads as under:

ARB.P. 1208/2024

Page 1 of 3



“13. All disputes, controversies and differences arising out or relating to of or this LOA, including a dispute relating to the validity or existence of this LOA ("Dispute") shall be resolved in the following manner:-

1. Both the parties shall, within a period of 30 days of notice of Dispute by either party, try to resolve the matter in amicable manner by mutual discussions;

II. Failing which the matter shall be referred to and resolved by way of arbitration in New Delhi, India under the provisions of the Arbitration and Conciliation Act, 1996. The arbitration tribunal shall consist of sole arbitrator to be appointed mutually by the First Party and the Second Party within a period of 30 days from date of failure of amicable settlement. Failing which the sole arbitrator shall be appointed by the Delhi High Court. The arbitral award passed by the arbitrator shall be final and binding on the Parties and shall be enforceable in accordance with its terms. English shall be the language of the entire arbitral proceedings. All costs of the arbitration shall be borne equally by the Parties.”

3. It is stated that the Petitioner herein sent a notice dated 28.03.2024 to the Respondent invoking the Arbitration Clause and appointed its nominee arbitrator. In reply to the said Notice, the Respondent herein rejected the name of the nominee Arbitrator.

4. Petitioner has, thereafter, approached this Court by filing the present Petition.

5. The existence of the arbitration agreement is not disputed by the parties.

6. During the course of hearing, respective counsel for the parties jointly request that an independent sole arbitrator be appointed to adjudicate the



disputes between the parties.

7. Accordingly, Mr. Siddharth Iyer (Adv.) (Mob. No. 9871131856) is appointed as a Sole Arbitrator to adjudicate upon the disputes between the parties.

8. The arbitration would take place under the aegis of the Delhi International Arbitration Centre (DIAC) and would abide by its rules and regulations. The learned arbitrator shall be entitled to fees as per the Schedule of Fees maintained by the DIAC.

9. The learned arbitrator is also requested to file the requisite disclosure under Section 12(2) of the 1996 Act within a week of entering on reference.

10. All rights and contentions of the parties in relation to the claims/counter-claims are kept open, to be decided by the learned Arbitrator on their merits, in accordance with law.

11. Needless to say, nothing in this order shall be construed as an expression of this Court on the merits of the contentions of the parties.

12. The present petition stands disposed of in the above terms.

SUBRAMONIUM PRASAD, J

SEPTEMBER 26, 2024

Rahul