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

+ **ARB.P. 1873/2024**

M/S D N PUBLICATIONS

.....Petitioner

Through: Mr. Kumar Sushobhan, Mr. Ravi
Chandra and Mr. Nishant Kumar
Gupta, Advocates.

versus

DELHI URBAN SHELTER IMPROVEMENT BOARD

.....Respondent

Through:

CORAM:

HON'BLE MR. JUSTICE SUBRAMONIUM PRASAD

ORDER

30.01.2025

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1. The Petitioner has approached this Court under Section 11(6) of the Arbitration and Conciliation Act, 1996 seeking appointment of an Arbitrator to adjudicate the disputes between the parties.
2. Material on record indicates that the Petitioner was the highest bidder and was allotted a vacant land measuring 1160.00 sq. mtrs., as parking site situated at C-3, Nand Nagri, Delhi. It is stated that the possession was handed over to the Petitioner on 03.07.2023 and an Agreement dated 03.07.2023 was also entered into between the parties. It is stated that the Respondent cancelled the contract of the aforesaid parking site *vide* Order dated 18.09.2024 without giving an opportunity to be heard and also without serving the show cause notice to the Petitioner.
3. Since the disputes have arisen between the parties under the



Agreement dated 03.07.2023, the Petitioner *vide* Notice dated 23.09.2024 has invoked the arbitration. Since there was no response on behalf of the Respondent of the said notice, the petitioner has approached this Court for appointment of an Arbitrator.

4. Clause 27 of the Agreement dated 03.07.2023 contains an Arbitration Clause, which reads as under:-

“27. Jurisdiction of Disputes/Mediation/Arbitration

(i) All disputes shall be under the jurisdiction of Delhi Courts only,

(ii) In case of any dispute either party shall try to settle it through mediation as appointed by competent authority i.e. CEO, DUSIB if remained unresolved. The matter may be referred to arbitration for settlement of such dispute by the CEO (DUSIB) under Arbitration and Conciliation Act.”

5. A perusal of Clause 27.1 of the Agreement dated 03.07.2023 shows that the parties have agreed to settle their disputes through arbitration and the disputes are to be adjudicated by Courts at Delhi.

6. Ms. Aakriti Garg, learned Counsel appeared on behalf of the Respondent on 27.11.2024 on advance notice. Today, there is no appearance on behalf of the Respondent. The Order Sheet dated 27.11.2024 shows that the service is complete.

7. Since the disputes have arisen between the parties under the Agreement dated 03.07.2023 and there is an arbitration Clause in the Agreement, this Court is inclined to appoint an Arbitrator to adjudicate upon the disputes which have arisen between the parties.

8. Accordingly, Ms. Meghna Sankla, Advocate, (Mob. No. 9871236666)



is appointed as a Sole Arbitrator to adjudicate upon the disputes between the parties.

9. 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.

10. The learned Arbitrator is also requested to file the requisite disclosure under Section 12(2) of the Arbitration & Conciliation Act within a week of entering on reference.

11. 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.

12. 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.

13. The present petition stands disposed of in the above terms along with pending application(s), if any.

SUBRAMONIUM PRASAD, J

JANUARY 30, 2025

RJ