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

+ CS(OS) 2523/2014

M/S RISHABH INTERIORS PVT. LTD. Plaintiff
Through: Mr.Arjun Singh Bhati, Advocate

versus

M/S NCUBE PLANNING & DESIGN PVT. LTD. Defendant
Through: Mr. Ambar Qamaruddin and
Mr.Abhishek, Advocates

CORAM:
HON'BLE MS. JUSTICE HIMA KOHLI

% **ORDER**
05.03.2015

IA No.23488/2014(under Section 8 of the Arbitration & Conciliation Act, 1996)

1. The present application has been filed by the defendant stating *inter alia* that the disputes raised in the present suit may be referred to arbitration, in terms of the arbitration clause contained in the work orders dated 29.5.2012 and 8.5.2013 issued in favour of the plaintiff.
2. The plaintiff has instituted the present suit against the defendant for recovery of a sum of Rs.36,03,521/-, along with interest in respect of four bills raised on it (three bills dated 24.8.2013 and one dated 13.9.2013).
3. Counsel for the defendant states that out of the four bills, Work

orders issued in respect of the Bills at Sr.Nos.1 & 4 contain an arbitration clause. He draws the attention of the Court to the arbitration clauses contained in the Work order dated 29.5.2012, subject matter of the bill dated 13.9.2013 (referred to by the plaintiff at Sr.No. 4 of para 8 of the plaint) and the arbitration clause No.1 contained in the Work order dated 8.5.2013, subject matter of the bill dated 24.8.2013 (referred to by the plaintiff at Sr.No.1 of para 8 of the plaint).

4. A reply in opposition to the present application has been filed by the plaintiff. It is admitted by learned counsel that an arbitration clause governs the parties in so far as the Work orders issued by the defendant, subject matter of the bills at Sr.Nos.1 & 4 mentioned in para 8 of the plaint are concerned. He however states that the remaining two Work orders do not have any arbitration clause. But learned counsel hastens to add that his client would be ready and willing to submit itself to arbitration in respect of the other two bills as well, that are the subject matter of the Bills at Sr.Nos. 2 & 3, mentioned in para 8 of the plaint.

5. Counsels for the parties request that the arbitration proceedings may be conducted under the aegis of the Delhi International Arbitration Centre (DAC).

6. Accordingly, Justice Rekha Sharma, a former Judge of this Court, having her office at A-135, Ground Floor, Defence Colony, is appointed as an Arbitrator to adjudicate the disputes, subject matter of all the four Work orders issued by the defendant in favour of the plaintiff, and the Bills raised by the plaintiff on the basis of the said work orders, as mentioned in para 8 of the plaint and all other claims/counter claims. The arbitration shall take place under the aegis of the Delhi International Arbitration Centre (DAC). The fees of the learned Arbitrator will be in terms of the Delhi International Arbitration Centre Arbitration Proceedings (Arbitrators' Fees) Rules.

7. The parties alongwith their counsels are directed to appear before the learned Arbitrator on 27.3.2015, at 2.30PM, for setting down a schedule for conducting the proceedings.

8. The suit and the application are disposed of, in terms of the orders passed hereinabove. A copy of this order be communicated forthwith to the learned Arbitrator as well as Additional Co-ordinator, DAC.

HIMA KOHLI, J

MARCH 05, 2015
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