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

+ **ARB.P. 83/2016**

TATA TELESERVICES LTD

..... Petitioner

Through: Ms Debdatta Ray Chaudhury,
Advocates.

versus

SRM ESTATES PVT LTD

..... Respondent

Through: Mr Manoj Kumar, Advocate.

CORAM:

HON'BLE MR. JUSTICE VIBHU BAKHRU

ORDER

% **08.11.2016**

1. The petitioner has filed the present petition under Section 11 of the Arbitration and Conciliation Act, 1996 (hereinafter the 'Act'), *inter alia*, praying that an Arbitrator be appointed to adjudicate the disputes that have arisen between the parties in relation to the Purchase Order dated 26.08.2013 as well as the Service Agreement dated 30.08.2013.
2. The said agreement contains an arbitration clause, which is set out below:-

“21. **ARBITRATION:** If the Parties fail to resolve such dispute by mutual consultation, then either Party may give the other, a formal notice in writing that the dispute, exist specifying its nature, the point(s) in issue and its intention to refer such disputes, to arbitration under the Arbitration and Conciliation Act, 1996. Each Party will designate an arbitrator to represent their company to resolve any dispute with respect to this Agreement; Then each of the arbitrators shall mutually agree to

a third arbitrator. If they fail to agree-on the third Arbitrator, the same shall be appointed by the Hon. High Court of competent jurisdiction. Arbitration shall be held in Delhi and the arbitration proceedings shall be conducted in the English language only. The costs and expenses of the arbitration shall be borne by the respective Parties in the manner as specified by the Arbitration Tribunal in its Final Award. The award shall be final and binding on the Parties.”

3. In view of the disputes that have arisen between the parties, the petitioner had sent a notice dated 27.10.2015 invoking the arbitration clause. However, admittedly, the Arbitrator has not been appointed as yet.

4. The learned counsel appearing for the respondent does not dispute the existence of the agreement or the arbitration clause. Therefore, an arbitral tribunal is required to be appointed.

5. The learned counsel for both the parties request that the parties be referred to the Delhi International Arbitration Centre (DIAC) for appointment of a Sole Arbitrator. Accordingly, it is directed that the Sole Arbitrator be appointed under the Rules of the DIAC. The representatives of the parties shall appear before the Co-ordinator, DIAC on 29.11.2016 at 11:00 AM. The arbitration shall be conducted under the aegis of DIAC and in accordance with its Rules.

6. The petition is disposed of.

VIBHU BAKHRU, J

NOVEMBER 08, 2016
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