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

+ **ARB.P. 92/2016**

SKIPPER SEIL LIMITED

..... Petitioner

Through: Mr. Neelesh Sinha, Adv.

versus

ALLIED ENGINEERING WORKS PRIVATE LIMITED & ORS.

..... Respondent

Through:

CORAM:

HON'BLE MR. JUSTICE V. KAMESWAR RAO

ORDER

% **10.02.2016**

It is noted that the arbitration clause, in terms of the purchase order dated January 11, 2013 reads as under:-

“Dispute Resolution Mechanism:

To the best of their ability, the parties here to shall endeavor to resolve amicably between themselves all disputes arising in connection with this order. If the same remain unresolved within thirty (30) days of the matter being raised by either party either party may refer the dispute for settlement by arbitration. The arbitration to be undertake by two arbitrators, one each to be appointed by either party. The arbitrators appointed by both the parties shall mutually nominate a person to act as umpire before entering upon the reference in the event of a difference between the two arbitrators and the award of the said umpire in such a contingency shall be final and binding upon the parties. The arbitration proceeding shall be conducted in accordance to arbitration & Reconciliation Act 1996 with these provisions at Delhi only.”

Learned counsel for the petitioner concedes that in terms of notice dated December 4, 2015 and also December 19, 2015, the invocation was not in terms of the arbitration clause. He wishes to withdraw the petition to invoke the arbitration clause afresh. With liberty as prayed for, the present petition is dismissed as withdrawn.

V. KAMESWAR RAO, J

FEBRUARY 10, 2016/ak