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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**
+ **ARB.P. 146/2016**
MANAV BANSAL & ANR.

..... Petitioner

Through: Mr. Rakesh Mittal, Adv.

versus

PRICEWATERHOUSECOOPERS PVT. LTD.

..... Respondent

Through: Ms. Gurmeet Bindra, Adv.

CORAM:
HON'BLE MR. JUSTICE V. KAMESWAR RAO

ORDER
% **18.05.2016**

This is a petition filed under Section 11(6) of the Arbitration & Conciliation Act, 1996 for appointment of a Sole Arbitrator, to adjudicate the disputes between the parties.

The respondents have filed the reply to the petition, wherein, it has been averred that as per Clause 11.1 of the agreement dated 19th May, 2014, the parties can be referred to arbitration if the dispute between the parties is not amicably resolved within 45 days of the dispute being referred to the nominated senior representatives of both the parties for resolution through conciliation. That apart the learned counsel for the respondent also states, if the matter is referred to arbitration, the petitioners should bear the expenses

of the arbitration.

On the other hand, learned counsel for the petitioners refers to the e-mails dated March 2, 2015, March 4, 2015, March 9, 2015, March 11, 2015 and March 16, 2015 filed along with the Rejoinder to contend that the petitioner No.1 had been writing to the respondent for a meeting on the issue. He states, that despite this, no steps were taken by the respondents to convene a meeting.

Having heard the learned counsel for the parties, insofar as the plea of the learned counsel for the respondents that the petitioners should bear the expenses is concerned, the same is rejected for the simple reason that the respondents were within their rights to convene a meeting in accordance with the procedure contemplated in the Contract, having not done that, if the matter is referred to the arbitration, the parties should bear the expenses equally.

It is clear that the process, which is stipulated in the agreement, would not be applicable now, as despite request for convening a meeting, the respondents did not take any steps in that regard. It is quite late in the day to rely upon such a stipulation. Accordingly, this Court appoints Mr. Mukul Talwar, Senior Advocate, who is on the panel of Delhi International

Arbitration Centre as the Sole Arbitrator, who would adjudicate the claims and counter claims, if any of the parties. Learned Arbitrator shall conduct the proceedings under the aegis of Delhi International Arbitration Centre and the rules made thereunder. The learned Arbitrator shall comply with the provisions of the Arbitration & Conciliation (Amendment) Act, 2015. The fee of the learned Arbitrator shall be regulated by the rules of the Centre.

The petition is disposed of.

Copy of this order be sent to the co-ordinator, Delhi International Arbitration Centre (DAC) for information.

V. KAMESWAR RAO, J

MAY 18, 2016*/ak*