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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**
+ **ARB.P. 249/2016**

INDIACAN EDUCATION PVT. LTD. Petitioner

Through : Mr Raveesh Thukral, Advocate.

versus

RAJEEV AGARWAL Respondent

Through : Mr Ramesh Ray and Mr Ashish

Tanwar, Advocates.

CORAM:

HON'BLE MR. JUSTICE VIBHU BAKHRU

ORDER

% **24.10.2016**

1. The petitioner has filed the present petition under section 11 of the Arbitration and Conciliation Act, 1996, *inter alia*, praying that an arbitrator be appointed for adjudicating the disputes that have arisen in relation to an agreement dated 05.10.2010.
2. The said agreement contains an arbitration clause which reads as under:-

“17. 1

All claims, disputes, differences or disagreements of whatsoever nature arising out of, in connection with or in relation to this Agreement whether during its term or after expiry thereof or prior termination, shall be finally decided by arbitration to be held in accordance with the provisions of Arbitration and Conciliation Act, 1996 in force as at the date of the invocation of the arbitration. Parties mutually agree to refer their disputes to arbitration of 3 (three) arbitrators, wherein both the parties shall appoint an arbitrator each and the two designated arbitrator shall mutually appoint a third arbitrator who shall be the presiding arbitrator. The decision and award shall be final and binding between the parties.

17.2 The venue of the Arbitration shall be at New Delhi.”

3. The learned counsel appearing for the respondent does not dispute the existence of the arbitration agreement. He, however, contends that the petitioner is seeking to enlarge the scope of the said agreement to include the disputes that currently have been raised.

4. I have heard learned counsel for the parties.

5. At this stage, it is not necessary to examine the extent of the controversy involved between the parties as that would be a subject matter of dispute before the Arbitral Tribunal. However, it is clear that the existence of the arbitration clause is not disputed and, therefore, an Arbitral Tribunal has to be constituted. At this stage, learned counsel for the parties state that instead of constitution of an Arbitral Tribunal of three Arbitrators, a Sole Arbitrator may be appointed for adjudicating the disputes in relation to the said agreement.

6. Accordingly, with the consent of parties, it is directed that a Sole Arbitrator be appointed under the Rules of the Delhi International Arbitration Centre (DIAC). The representatives of the parties shall appear before the Co-ordinator, DIAC on 16.11.2016 at 11:00 a.m. The arbitration shall be conducted under the aegis of DIAC and in accordance with its Rules.

7. The petition is disposed of.

VIBHU BAKHRU, J

OCTOBER 24, 2016

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