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

+ **ARB.P. 361/2016**

PUBLIC HEALTH FOUNDATION OF INDIA Petitioner

Through Mr Arvind Kumar Roy, Advocate.

versus

DR. TARANDEEP SINGH Respondent

Through Mr Yudhishtar Kahol, Mr Kunal Kahol
and Mr Manjeet Godara, Advocates.

CORAM:

HON'BLE MR. JUSTICE VIBHU BAKHRU

ORDER

% **23.11.2016**

1. The petitioner has filed the present petition under Section 11 of the Arbitration and Conciliation Act, 1996 (hereafter 'the Act') seeking appointment of an arbitrator to adjudicate the disputes that have arisen between the parties in respect of the Welcome Trust Capacity Building Programme Sponsorship Agreement dated 27.08.2012. The said agreement includes an arbitration clause which is set out below:-

“12. ARBITRATION

12.1. All dispute or difference between the Parties concerning the validity or any interpretation of this Agreement or anything contained herein, or in connection therewith or relating to any of the rights, duties, obligations, or the performance thereof, such dispute shall, failing mutual agreement to settle it in any other way, be referred to Arbitration in accordance with the Arbitration and Conciliation Act, 1996 under the sole arbitration of the then President of the Society, whose decision shall be final, conclusive and binding on the parties. ”

2. In terms of the aforesaid clause, the petitioner invoked the arbitration clause by a letter dated 21.09.2015 and appointed the President of the petitioner society as the sole arbitrator. However, the said arbitrator has declined to accept the appointment and communicated the same at the first hearing held on 26.11.2015.

3. The learned counsel appearing for the respondent does not dispute the existence of the agreement or the arbitration clause. He, however, submits that there are no disputes between the parties and the respondent is ready to resolve any controversy that has arisen. He further requests that the parties be referred to Delhi High Court Mediation and Conciliation Centre (DHCMCC).

4. In view of the fact that there is no dispute regarding the existence of the arbitration clause, it is necessary that the disputes between the parties be resolved through arbitration. Accordingly, it is directed that an Arbitrator be appointed under the Rules of the Delhi International Arbitration Centre (DIAC). The representatives of the parties shall appear before the Coordinator, DIAC on 09.01.2017 at 11:00 a.m. The arbitration shall be conducted under the aegis of DIAC and in accordance with its Rules.

5. In the meantime the parties are referred to Delhi High Court Mediation and Conciliation Centre (DHCMCC) for an amicable resolution of the disputes in view of the statement that respondent is ready and willing to resolve all controversies. The parties shall appear in the DHCMCC on 30.11.2016. It is clarified that in the event the parties are able to resolve their disputes, they shall inform the Coordinator DIAC of the same and no further

proceedings will be required to be undertaken. However, if the parties are unable to resolve their disputes within a period of four weeks from 30.11.2016, the parties shall appear before the DIAC Coordinator as directed above for resolution of their disputes by arbitration.

6. The petition is disposed of.

NOVEMBER 23, 2016
pkv

VIBHU BAKHRU, J