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

+ ARB.P. 396/2016

INDIACAN EDUCATION PVT. LTD. Petitioner
Through: Ms. Shubham Mahajan, Advocate.

versus

USHA AGARWAL Respondent
Through; Mr. Bikash Vishwakarma &
Mr. Mayank Goswami, Advocates.

CORAM: JUSTICE S.MURALIDHAR

ORDER

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06.10.2016

1. This is a petition under Section 11(6) of the Arbitration & Conciliation Act, 1996 ('the Act') filed by the Petitioner seeking the appointment of an Arbitrator for adjudication of the disputes arising out of a Licence and Services Agreement dated 30th September, 2010. Clauses 17 & 18 of the said Agreement, which are relevant to the petition on hand read as under:

“17. DISPUTE RESOLUTION

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 the 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 arbitration shall be New Delhi.

17.3 The arbitration provisions above are without prejudice to a Party's right to invoke equitable remedies from a court of competent jurisdiction either prior to arbitration, or during the arbitration proceedings.

18. JURISDICTION

Only Courts in Delhi shall have exclusive Jurisdiction to settle all disputes and differences arising out of this Agreement, whether during its term or after expiry earlier termination thereof.”

2. The existence of the Agreement and the fact that the Respondent having signed such Agreement is not in dispute. Learned counsel for the Respondent states that the term of the Agreement has come to an end. That does not bring to an end the Arbitration Agreement, which survives the Licence and Services Agreement. It is then contended that the claims of the Petitioner against the Respondent are untenable. That is a question which would be decided in the arbitration proceedings.

3. The Court, accordingly, appoints Mr. Rajiv Aneja, Advocate (Mobile No.9910109815) as the Sole Arbitrator to enter upon reference and adjudicate the disputes between the parties. The arbitration shall take place under the aegis of the Delhi International Arbitration Centre (‘DAC’). The fee of the learned Arbitrator will be in terms of the Delhi High Court Arbitration Centre (Administrative Costs and Arbitrators’ Fees) Rules.

4. The petition is disposed of. A copy of this order be delivered forthwith to the learned Arbitrator and the Co-ordinator, DAC.

OCTOBER 06, 2016

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S. MURALIDHAR, J.