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

+ ARB.P. 471/2016

MIND SHAPER TECHNOLOGIES PVT LTD ..... Petitioner  
Through: Ms Ayushi Kiran, Advocate.

versus

SINGARAM PILLAY MATRICULATION HIGHER  
SECONDARY SCHOOL ..... Respondent  
Through:

**CORAM:**  
**HON'BLE MR. JUSTICE VIBHU BAKHRU**

**ORDER**  
% **30.09.2016**

1. The petitioner has filed the present petition for appointment of an Arbitrator to adjudicate the disputes that have arisen between the parties in connection with an agreement dated 26.07.2011 entered into by the parties.
2. It is stated that the parties had entered into the agreement dated 26.07.2011 in terms of which the petitioner had agreed to provide teaching software, hardware and learning solutions to the respondent school. The petitioner states that certain disputes have arisen in relation to the said agreement.
3. The said agreement contains an arbitration clause which is set out below:-

“14. **DISPUTE RESOLUTION**

The parties shall attempt to resolve any dispute in connection with this Agreement through amicable discussions. Any dispute arising in connection with this Agreement between and including all such disputes which have not been remedied pursuant to amicable negotiations and which cannot be resolved within 30 days from the date of such notice of dispute or difference shall be referred to Arbitration under the provisions of Indian and Conciliation Act, 1996 or any modification or re-enactment thereof for the time being in force. The parties shall bear equally the fee and expenses of the Arbitrator and each party shall bear its own expenses (including legal fee and travel expenses) in connection with the arbitration. All arbitration proceedings shall be conducted in English and the venue for conducting such proceedings shall be at Delhi.”

4. In view of the disputes that had arisen, the petitioner invoked the arbitration clause by a letter dated 18.06.2016 calling upon the respondent to agree for appointment of an Arbitrator. But, the petitioner did not receive any response to the aforesaid notice. In the aforesaid circumstances, the petitioner filed the present petition, which was listed before this court on 08.08.2016 and notice was directed to be issued to the respondent.

5. Although, the notice of the petition was served on the respondent but the respondent did not appear on the next date of hearing (that is on 14.09.2016). However, it was stated by the learned counsel for the petitioner that she had received an email indicating that the respondent was willing to amicably settle the disputes. The learned counsel for the petitioner states that despite efforts there has been no settlement between the parties.

6. In the circumstances, it is necessary that an Arbitrator be appointed to

adjudicate the disputes between the parties. Accordingly, it is directed that the Sole Arbitrator be appointed under the Rules of Delhi International Arbitration Centre (DIAC). The arbitration shall be conducted under the aegis of DIAC and in accordance with its Rules. The representatives of the parties shall appear before the Co-ordinator, DIAC on 24.10.2016 at 11:00 AM.

7. The petition is disposed of.

**SEPTEMBER 30, 2016**  
**MK**

**VIBHU BAKHRU, J**