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

+ ARB.P. 534/2016

PEARL INTERNATIONAL TOURS AND
TRAVELS LTD.

..... Petitioner

Through: Mr Rachit Batra and Mr Babul
Biswas, Advocates.

versus

IYOGI TECHNICAL SERVICES PVT LTD.

..... Respondent

Through: None.

CORAM:

HON'BLE MR. JUSTICE VIBHU BAKHRU

ORDER

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30.09.2016

1. The petitioner has filed the present petition under Section 11(6) of the Arbitration and Conciliation Act, 1996, *inter alia*, praying that an Arbitrator be appointed for adjudicating the disputes in relation to an agreement dated 01.06.2014. The petitioner states that it had entered into an agreement dated 01.06.2014 for providing services of international and domestic air ticketing and other travel related services to the respondent. The plaintiff further states that a sum of ₹11,14,110/- is due and payable by the respondent to the petitioner in consideration for the services rendered. However, the respondent has failed and neglected to pay the aforesaid amount.

2. The present petition was moved on 30.08.2016 and notice was directed to be issued to the respondent. Though, the notice had been served but none appears for the respondent.

3. The agreement between the parties dated 01.06.2014 contains an arbitration clause which reads as under:-

“22. Arbitration and Dispute Resolution

- a) If a dispute arises between the parties herein, any of the Parties may serve written notice on another commencing a formal consultation period of 30 days within which the dispute should be resolved (the “Consultation Period”).
- b) If after the Consultation Period, the Parties have failed to reach an amicable Settlement in relation to the dispute the said disputes shall be referred for arbitration pursuant to the Indian Arbitration & Conciliation Act, 1996 and the Rules made there under. The place of arbitration shall be Gurgaon and the language of arbitration shall be English M/s. IYogi Technical Services Pvt. Ltd shall appoint a sole arbitrator.”

4. In view of the disputes between the parties, the petitioner issued a notice dated 16.01.2016 calling upon the respondent to make a payment of ₹11,14,110/- within the consultation period of 30 days as provided under Clause 22(a) of the agreement. It is stated that since the petitioner did not receive any response thereto, it caused a notice dated 12.04.2016 to be issued to the respondent invoking the arbitration clause. However, it is stated that the Arbitrator has not been appointed to adjudicate the dispute between the parties.

5. Accordingly, it is directed that an Arbitrator be appointed under the Rules of Delhi International Arbitration Centre (DIAC). The arbitration

shall be conducted under the aegis of Delhi International Arbitration Centre (DIAC) and in accordance with its Rules.

6. 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