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

+ **ARB.P. 552/2016**

SNOWWHITE APPARELS LIMITED Petitioner

Through: Mr Rajeev Saxena, Advocate.

versus

SEWA INTERNATIONAL FASHIONS LTD Respondent

Through: Mr Gaurav Gupta, Mr Savyasachi
Sahai and Ms Namrah Nasir,
Advocates.

CORAM:

HON'BLE MR. JUSTICE VIBHU BAKHRU

ORDER

% **09.11.2016**

1. The petitioner has filed the present petition under Section 11 of the Arbitration and Conciliation Act, 1996 (hereinafter the 'Act'), *inter alia*, praying that an Arbitrator be appointed to adjudicate the disputes that have arisen between the parties in respect of the Lease Agreement dated 22.11.2013.

2. The said agreement contains an arbitration clause, which is set out below:-

“14. DISPUTE RESOLUTION:

In the event a dispute arises in connection with the validity, interpretation, implementation or alleged breach of this Agreement, the Parties shall attempt in the first instance to resolve such dispute through negotiation. If the dispute is not resolved through negotiation then either party may refer the

dispute for resolution to the Arbitration of a Sole Arbitrator in consonance with the provisions of the Arbitration and Conciliation Act, 1996 or any subsequent enactment or amendment thereto, and the decision of the Arbitrator shall be binding upon the Lessor and the Lessee. The Lessor and Lessee shall appoint an arbitrator within thirty (30) days of the receipt by such party of the other party's request to initiate arbitration. However, during the pendency of the dispute, in case the Lessee enjoys the benefits of the Premises, the Lessee shall not stop payment of Rent and the other charges mentioned herein. The seat of Arbitration shall be at Delhi. The provisions of this Article shall survive the term/termination of this Agreement. Each party shall bear its own cost of the arbitration.”

3. The petitioner had invoked the arbitration clause, by notices dated 18.02.2016 and 15.06.2016, in view of the disputes that had arisen between the parties. The learned counsel for the respondent does not dispute the existence of the Lease Agreement or the arbitration clause. And, has no objection if an Arbitrator is appointed.

4. With the consent of the learned counsel for the parties, the parties are referred to the Delhi International Arbitration Centre (DIAC). It is directed that an Arbitrator be appointed under the Rules of DIAC. The representatives of the parties shall appear before the Co-ordinator, DIAC on 01.12.2016 at 11:00 AM. The arbitration shall be conducted under the aegis of DIAC and in accordance with its Rules.

VIBHU BAKHRU, J

NOVEMBER 09, 2016
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