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

+ **ARB.P. 595/2016**

PUNJ LLOYD LTD.

..... Petitioner

Through: Ms Gurkamal Hora Arora, Advocate.

versus

SHUBHAM INC. & ORS.

..... Respondents

Through: Ms Jaikriti S. Jadeja, Advocate for R-1 to 3.

CORAM:

HON'BLE MR. JUSTICE VIBHU BAKHRU

ORDER

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28.11.2016

1. The petitioner has filed the present petition under Section 11 of the Arbitration and Conciliation Act, 1996 (hereafter the 'Act'), *inter alia*, praying that an Arbitrator be appointed to adjudicate the disputes that have arisen between the parties in relation Purchase Order dated 15.01.2013.

2. The General Conditions of the Contract (GCC), which are admittedly applicable to the Purchase Order in question, includes an arbitration clause, which is set out below:-

“26 **ARBITRATION**

26.1 In the event of any dispute or difference arising between Purchaser and Vendor concerning the interpretation or performance of this Purchase Order or the rights and liabilities of either of the

Parties hereto, the Parties shall at the first instance endeavor to settle the same by mutual agreement.

26.1.1 If the Parties hereto fail to settle such difference or dispute by mutual agreement, at the request of either of Party the same shall be finally settled by arbitration. The arbitration shall be conducted by a Sole Arbitrator who shall be appointed in accordance with the provisions of Arbitration and Conciliation Act, 1996 (India). The Arbitrator shall give a written reasoned award.

26.1.2 Such arbitration shall be conducted at Delhi in the English language and governed by Laws of India.

26.2 The parties hereby agree that the decision or award of arbitrator shall be final and binding on the Parties.

26.3 All expenses of the arbitration including arbitrator's fees and expenses shall be equally shared by the Parties during the Arbitration proceedings and thereafter as determined by such Award.

26.4 The existence of any such Arbitrator proceedings shall not constitute a reason for the suspension of work under the Purchase Order.”

3. The learned counsel appearing for the respondent does not dispute the existence of the agreement or the arbitration clause. Both the parties request that an Arbitrator be appointed and the matter be referred to the Delhi International Arbitration Centre (DIAC).

4. Accordingly, it is directed that an Arbitrator be appointed under the Rules of the DIAC. The representatives of the parties shall appear before the Co-ordinator, DIAC on 19.12.2016 at 11:00 AM. The arbitration shall be

conducted under the aegis of DIAC and in accordance with its Rules.

5. The petition is disposed of.

NOVEMBER 28, 2016
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VIBHU BAKHRU, J