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

+ **ARB.P. 601/2016**

GPR POWER SOLUTION PVT LTD Petitioner

Through: Mr Sumit Kumar, Advocate.

versus

GENERAL MOTORS INDIA PVT LTD Respondent

Through: Mr Kunal Singh, Mr Indranil Ghosh,
Advocates.

CORAM:

HON'BLE MR. JUSTICE VIBHU BAKHRU

ORDER

% **07.12.2016**

1. The petitioner has filed the present petition under Section 11 of the Arbitration and Conciliation Act, 1996, *inter alia*, praying that the Arbitrator be appointed to adjudicate the disputes that are stated to have arisen in respect of supply package contract dated 14.08.2015 (P.O. No.26000154700 dated 14.08..2015).
2. Clause 29 of the general terms and conditions of Purchase Order contains an arbitration clause, which is set out below:-

“29. Governing Law, jurisdiction and arbitration: all disputes between seller and buyer arising out of or relating to this contract shall be referred firstly to an executive of each party who has the authority to resolve the matter on a mutually agreeable basis. If after having been so referred, the dispute is not resolved within a maximum of 30 days from the date of referral such dispute shall then be referred to binding arbitration. Such arbitration shall proceed under arbitration and conciliation act, 1996, of India, as amended from time to

time, and be conducted by a single arbitrator, to be chosen by buyer. The parties at the day sale split equally the arbitrator's fee and any arbitration caused but the parties shall be responsible for their own attorneys fees. The place of arbitration shall be at Delhi, and the law applicable to the arbitration procedure shall be the law of India. The arbitrator shall determine the matters in dispute in accordance with the law of India. The English language shall be the language of arbitration and shall be used throughout the arbitration proceedings. The courts of Delhi shall have the jurisdiction.

Notwithstanding anything herein to the contrary, nothing contained in this section shall prevent any party hereof from seeking and receiving injunctive relief or interim measures if and to the extent that such relief or measures are available under applicable law.”

3. The petitioner had invoked the arbitration clause by a letter dated 25.06.2016. However, the parties were unable to appoint mutually acceptable Arbitrator. The learned counsel for the respondent does not dispute the existence of the Purchase Order or the arbitration clause and states that he has no objection if an Arbitrator is appointed.
4. It is therefore, directed, with the consent of the parties, that an Arbitrator be appointed under the Rules of Delhi International Arbitration Centre (DIAC). The parties shall appear before the Co-ordinator, DIAC on 22.12.2016 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.

VIBHU BAKHRU, J

DECEMBER 07, 2016/MK