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

+ **ARB.P. 647/2016**

KALPAVEDA ESSENTIAL AYURVEDA
PRIVATE LIMITED

..... Petitioner

Through Mr Udit Narayan Mishra, Advocate.

versus

ELECTROSPARK

..... Respondent

Through Mr DeepankYadav, Advocate.

CORAM:

HON'BLE MR. JUSTICE VIBHU BAKHRU

ORDER

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29.11.2016

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 between the parties that have arisen between the parties in relation the Purchase Order dated 14.08.2015.

2. The said Purchase Order includes an arbitration clause which is set out below:-

“17 **ARBITRATION**

Without prejudice to the rights of both the Parties, right to bring proceedings in the courts any dispute or differences arising out of this agreement shall first be resolved by amicable negotiation among senior executives of the Parties and, if not resolved through such negotiations within 30

(thirty) days of the written notice of the existence of such Dispute, be finally settled by binding arbitration as per the provisions of Arbitration and Conciliation Act, 1996 as amended from time to time, by a sole arbitrator to be appointed by both the Parties as per the provisions of the Arbitration and Conciliation Act, 1996. Arbitration procedure shall proceed and be conducted in accordance with the provisions of Arbitration and Conciliation Act, 1996. The seat and venue of Arbitration shall be at New Delhi, India and it shall be conducted in English language. "

3. In view of the disputes that have arisen between the parties, the petitioner had invoked the arbitration clause by a letter dated 01.06.2016.

4. The learned counsel appearing for the respondent does not dispute the existence of the agreement between the parties (the Purchase Order) or the arbitration clause. He, however, submits that the controversy between the parties is in a very narrow compass and can be resolved amicably.

5. Since the arbitration clause is not disputed, it is necessary that an arbitrator be appointed. Accordingly, it is directed that an Arbitrator be appointed under the Rules of the Delhi International Arbitration Centre (DIAC). The representatives of the parties shall appear before the Coordinator, DIAC on 27.01.2017 at 11:00 AM. The arbitration shall be conducted under the aegis of DIAC and in accordance with its Rules.

6. In view of the respondent's submission that the disputes could be resolved amicably, the parties are directed to appear before the Delhi High Court Mediation & Conciliation Centre (DHCMCC) on 09.12.2016 at 3.30 p.m. The parties shall endeavour to resolve the disputes amicably within a period of four weeks commencing from 09.12.2016. If the parties are

successful in resolving their disputes, they shall inform the coordinator of DIAC, accordingly, and no further steps would be required to be taken by DIAC. However, if the parties are unable to resolve the disputes amicably within the period as specified, the parties shall appear before the Coordinator, DIAC as directed for further for resolution of their disputes by arbitration.

7. The petition is disposed of.

VIBHU BAKHRU, J

NOVEMBER 29, 2016

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