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

+ **O.M.P.(I) (COMM.) 460/2016**

UIL (SINGAPORE) PTE. LTD

..... Petitioner

Through: Mr. Ravi Sikri, Sr. Advocate with
Mr. Saket Sikri, Mr. Dipank Yadav
And Mr. Vikalp Mudgal, Advocate

versus

MONNET ISPAT & ENERGY LTD.

..... Respondent

Through: Mr. Rishi Agrawala with Mr. Atul
Mathur, Advocate

CORAM: JUSTICE S.MURALIDHAR

ORDER

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09.12.2016

IA No. 15348/2016

1. The application is allowed.

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2. It is pointed out by Mr. Ravi Sikri, learned Senior counsel appearing for the Petitioner that they have been served with a copy of the reply of the Respondent dated 6th December, 2016 in which the Respondent reiterates its preparedness to make the final payment of USD 3,005,640.27 for the supply already made by the Petitioner to the Respondent. He states that if the Respondent is prepared to make the said payment, then the parties can go in for Arbitration.

3. As regards the remaining disputes, Mr. Agrawala, learned counsel

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appearing for the Respondent submits that he requires four weeks' time. He is agreeable to go in for arbitration on the remaining issues.

4. Both the parties are agreeable that notwithstanding the arbitration clause envisaging an international arbitration, the Court can appoint a sole Arbitrator who will conduct the arbitration proceedings in India in accordance with the Arbitration and Conciliation Act 1996 ('Act') . In other words, both parties agree that the governing law would be Indian law.

5. In view of the above submissions, the following directions are issued :-

(i) Within a period of four weeks from today, the Respondent will pay to the Petitioner the balance amount of USD 3,005,640.27 against the Petitioner's invoice no. UILSG 15-16 dated 6th July, 2015.

(ii) All other disputes between the parties are referred to the Arbitration to be conducted in Delhi under the aegis of the Delhi International Arbitration Centre (DAC).

(iii) The Court proposes Mr. Justice Anil R. Dave, a former Judge of the Supreme Court of India (Mobile No. 9560309393) be the sole Arbitrator to adjudicate the disputes between the parties including their claims and counter-claims.

(iv) The fees of the learned Arbitrator will be in terms of the Delhi Arbitration Centre (Arbitrators' Fees) Rules.

(v) In the first instance, the proposed Arbitrator will make a disclosure to the DAC in terms of Section 11 (8) read with Section 12 (1) of the Act and, thereafter, enter upon reference. DAC will provide to the parties copies of the said disclosure. In the event the disclosure is not made within a reasonable time or such disclosure discloses the inability of the proposed Arbitrator to act as such, it will be open to the parties to apply to this Court for directions.

6. The petition is disposed of in the above terms. A copy of this order be communicated to the learned Arbitrator as well as Additional Coordinator, DAC forthwith.

7. The date already fixed in the case stands cancelled. Order be given *Dasti*.

S.MURALIDHAR, J

DECEMBER 09, 2016/P