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

+ ARB.P. 115/2017

BHARAT SANCHAR NIGAM LIMITED Petitioner

Through: Ms Shimpy Sharma, Advocate.

versus

RELIANCE COMMUNICATION LIMITED

& ANR.

..... Respondents

Through: Mr Rishi Agrawala, Mr Chaitanya
and Mr Vipul D. Sundiyal,
Advocates.

CORAM:

HON'BLE MR. JUSTICE VIBHU BAKHRU

ORDER

% **17.04.2017**

1. The petitioner has filed the present petition, *inter alia*, praying that an arbitrator may be appointed (on behalf of the respondent) in order that the arbitral tribunal may be constituted. The petitioner has already nominated its arbitrator.
2. The petitioner states that disputes have arisen between the parties in relation to the Service Level Agreements dated 23.10.2008 which includes an arbitration clause. The said arbitration clause is set out below:-

“20. Dispute Resolution

- a. In the event any disputes, differences or controversies should arise between the Parties hereto, out of or in connection with the provisions of this Agreement, or any action taken hereunder, the Parties hereto shall thoroughly explore all possibilities for an amicable settlement. In case amicable settlement cannot be reached, such

disputes, differences or controversies shall be referred to arbitration in accordance with the provisions of the Arbitration and Conciliation Act, 1996 including any amendment or re-enactment thereof. The number of Arbitrators shall be three, with each Party entitled to appoint one arbitrator. The two arbitrators so appointed shall appoint third arbitrator who shall act as chairman of the arbitration proceedings

- b. The proceedings of such arbitration shall be conducted in English language and the venue of such arbitration shall be at Mumbai / Delhi / State capitals of the concerned site.
- c. The award of such arbitration shall be final and binding upon the Parties hereto.”

3. The learned counsel for the respondents states that there is no dispute as to the arbitration clause and the respondents have also appointed an arbitrator by a letter dated 13.04.2017, copy of which has been handed over to the Court. In view of the above, no further orders are required to be passed in this petition except to direct that the arbitrators appointed by the respective parties to concur on the appointment of the third arbitrator as expeditiously as possible.

4. In the event, arbitrators are unable to concur on such appointment, the parties are at liberty to apply.

5. The petition is disposed of.

VIBHU BAKHRU, J

APRIL 17, 2017
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