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

+ ARB.P. 102/2017

INDIACAN EDUCATION PRIVATE
LIMITED

..... Petitioner

Through: Ms Shubham Mahajan, Advocate.
versus

DELHI INSTITUTE OF PROFESSIONAL
STUDIES

..... Respondent

Through: Mr Rikky Gupta, Advocate.

CORAM:

HON'BLE MR. JUSTICE VIBHU BAKHRU

ORDER

% **25.04.2017**

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 connection with the "License and Service Agreement" dated 07.01.2013. The said agreement includes an arbitration clause, which is set out below:-

"20.3 Dispute Resolution

In respect of any disputes arising between the parties out the Agreement, the parties herein undertake to settle the same by mutual negotiation and in case no such settlement is arrived at after such mutual negotiations, the parties agree to submit the dispute to arbitration in accordance with the provisions of the Arbitration and Conciliation Act, 1996, ("the Act"). Parties mutually agree to refer their disputes to a sole arbitrator. In case of disagreement over the appointment of the Sole Arbitrator, the Sole Arbitrator shall be appointed in accordance with the provisions of the Act. The cost towards the Arbitration proceedings will be borne

equally by both the Parties. The decision and award shall be in writing and shall be final and binding and conclusive between the "Parties. The venue of arbitration shall be New Delhi and the language of arbitration shall be English."

2. The learned counsel for the respondent does not dispute the existence of the said agreement. He, however, submits that the claims as made by the petitioner are barred by limitation and also beyond the scope of the said agreement. At this stage, it is not necessary to examine the merits of the claim or the defences raised by the respondent. Since the agreement is not in dispute, an arbitrator is required to be appointed.
3. The learned counsel for the respondent states that Mr S. N. Chopra (Retired), a former ADJ and Mr Sanjoy Ghosh have already been appointed as arbitrators in other similar matters. The learned counsel for the petitioner has no objection to either of them being appointed.
4. Accordingly, Mr Sanjoy Ghose, Advocate (Mobile No.9811118889) is appointed as an arbitrator. This is subject to the arbitrator making the necessary disclosure under Section 12(1) of the Act and not being ineligible under Section 12(5) of the Act.
5. The parties are at liberty to approach the arbitrator for eliciting the necessary disclosure and for further proceedings. The arbitrator shall fix the fee in consultation with the counsel for the parties. It is clarified that all contentions of the parties are open.
6. The petition is disposed of.

VIBHU BAKHRU, J

APRIL 25, 2017/MK