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

+ **ARB.P. 148/2017**

RADICO KHAITAN LIMITED

..... Petitioner

Through Mr. Sandeep Sharma, Mr. Amit
Choudhary and Mr. Aman Dhyani,
Advocates

versus

KHODAY INDUSTRIES (KUPPAM) PVT. LTD. Respondent

Through Mr. Darpan Wadhwa, Sr. Advocate
with Mr. S Santanam Swaminadha and
Ms. Swathi Sukumar, Advocates

CORAM:

HON'BLE MR. JUSTICE VIBHU BAKHRU

ORDER

% **03.05.2017**

1. The petitioner has filed the present petition under Section 11 of the Arbitration and Conciliation Act, 1996, *inter alia*, praying that an arbitrator be appointed to adjudicate the disputes between the parties, which have arisen in connection with the agreement dated 22.02.2012. The said agreement includes an arbitration clause, which is set out below:-

“Clause 31:

Any dispute or difference or question between the parties hereto hereto concerning anything contained in or arising of this agreement or as to the rights, duties or liabilities hereunder of the parties hereto shall be referred to the arbitration in accordance with and subject to the provisions of Indian Arbitration and Conciliation Act 1996, or any statutory modification or re-enactment thereof for the time being in force and such arbitration proceedings shall take place In New Delhi.

Subject to this arbitration clause all disputes pertaining to or arising out of this Agreement shall be subject to the exclusive jurisdiction of New Delhi courts.”

2. The existence of said agreement is not disputed, however, the learned senior counsel for the respondent states that the claims are barred by limitation and are outside the scope of the arbitral clause. He, however, has no objection if an arbitrator is appointed, subject to all contentions of the parties being kept open.
3. In view of the aforesaid, Mr. Rajat Navet, Advocate (Mob. No. +91 9811177237), is appointed as the sole arbitrator for adjudicating the disputes between the parties. This is subject to the necessary disclosure being made under Section 12(1) of the Act and the arbitrator not being ineligible under Section 12(5) of the Act. The fees of the arbitrator shall be fixed in consultation of the learned counsel for the parties. The parties shall approach the arbitrator for eliciting the necessary disclosure and fixing the preliminary hearing.
4. It is clarified that all contentions of the parties are reserved.
5. The petition stands disposed of.

VIBHU BAKHRU, J

MAY 03, 2017

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