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

+ **ARB.P. 169/2017**

**INSTITUTE OF COMPANY SECRETARIES
OF INDIA**

..... Petitioner

Through: Mr Ishaan Madaan and Mr G. P.
Madaan, Advocates.

versus

**GURUKUL ONLINE LEARNING SOLUTIONS
PRIVATE LIMITED**

..... Respondent

Through: Mr Sanjeev Sahay, Advocate.

CORAM:

HON'BLE MR. JUSTICE VIBHU BAKHRU

ORDER

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06.03.2017

IA No.2833/2017

1. Allowed, subject to all just exceptions.

ARB.P. 169/2017

2. The petitioner has filed the present petition under Section 11 of the Arbitration and Conciliation Act, 1996, *inter alia*, praying that a Sole Arbitrator be appointed to adjudicate the disputes that have arisen between the parties in connection with Build-Operate-Transfer Agreement dated 14.03.2007 as renewed on 14.03.2012.

3. The said agreement contains a Dispute Resolution Clause, which is set out below:-

“19.1 The agreement shall be subject to the jurisdiction of
courts at Delhi.

- 19.2 Any dispute arising out of or related to this Agreement shall be referred to a seat of three Arbitrators one of which will be appointed by each party and third appointed by both the parties. The arbitration proceedings shall be conducted in accordance with the Arbitration and Conciliation Act, 1996 as amended from time to time and the decision of the Arbitration shall be final and binding on the parties. The arbitration proceedings shall be conducted in Delhi. The cost of arbitration including the fees of the arbitrator shall be borne by both the parties equally.
- 19.3 Both the parties also agree to submit dispute regarding interpretation of this agreement to arbitration referred to in the above clause.
- 19.4 Upon notification of a dispute or claim, Secretary & CEO of the ICSI and CEO of the Service Provider or the persons(s) designated by them shall meet within 10 days of the notification to attempt to resolve the dispute in good faith. The representatives will attend the meeting with suitable authority to resolve the claim. In case there is no resolution of the dispute the aggrieved party shall seek arbitration action and thereafter legal action.”

4. In view of the disputes that had arisen between the parties, the respondent sent a notice invoking the arbitration clause by an undated letter, which was received by the petitioner on 12.11.2015. Thereafter, the parties exchanged certain correspondences and finally arrived at a consensus that the parties ought to approach this Court for appointment of the Sole Arbitrator.

5. The learned counsel for the respondent does not dispute the above and requests that a Sole Arbitrator be appointed. He also requests that the respondent's right to file counter claims be kept open.

6. In view of the agreement between the parties, it is directed that an

Arbitrator be appointed under the Rules of Delhi International Arbitration Centre (DIAC) to adjudicate the disputes between the parties including the counterclaims that may be raised by the respondent in connection with the agreement dated 14.03.2007 as renewed. The parties shall appear before the Co-ordinator, DIAC on 20.03.2017 at 11:00 AM. The arbitration shall be conducted under the aegis of DIAC and in accordance with its Rules.

7. The petition is disposed of.

VIBHU BAKHRU, J

MARCH 06, 2017
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