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

+ **ARB.P. 185/2017**

GAURAV ENTERPRISES

..... Petitioner

Through: Mr Saurabh Kumar Tuteja and Mr
Onkar Nath, Advocates.

versus

SCHOOL OF PLANNING & ARCHITECTURE Respondent

Through: Mr R. K. Singh, Advocate.

CORAM:

HON'BLE MR. JUSTICE VIBHU BAKHRU

ORDER

% **10.03.2017**

IA No.3119/2017

1. Allowed, subject to all just exceptions.

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2. Issue notice. The learned counsel for the respondent accept notice.

3. This is an application filed by the petitioner under section 11 of the Arbitration and Conciliation Act, 1996 (hereafter 'the Act'), *inter alia*, praying for appointment of an Arbitrator to adjudicate the disputes that have arisen between the parties in relation to the Agreement dated 22.06.2009.

4. The said Agreement includes an arbitration clause, which is set out below:-

"ARBITRATION CLAUSE

All disputes and claims shall be settled by arbitration, in accordance with the provisions of the arbitration law in force or any statutory requirements thereof and shall be

referred to the Sole Arbitrator to be appointed by the School. The Security Agency shall not be entitled to raise any kind of objection whatsoever, in the event of the School deciding to appoint any officer or employee of the School as the Sole Arbitrator. The award given by the Arbitrator shall be final and binding on both the parties i.e. "School" and the "Contractor".

5. The learned counsel for the respondent does not dispute the existence of the agreement or the arbitration clause. He, However, states that disputes now sought to be raised by the petitioner are stale and are barred by limitation.

6. The petitioner had invoked the arbitration clause by its letter dated 30.04.2016. Since the existence of the arbitration agreement (arbitration clause) is not in dispute an Arbitrator is required to be appointed to adjudicate the disputes between the parties.

7. It is, accordingly, directed that an Arbitrator be appointed under the Rules of Delhi International Arbitration Centre (DIAC). The parties shall appear before the Coordinator, DIAC on 29.03.2017. The arbitration shall be conducted under the aegis of DIAC and in accordance with its Rules. It is clarified that all contentions of the parties are open including the respondent's contention that the petitioner's claims are barred by limitation.

8. The petition is disposed of.

VIBHU BAKHRU, J

MARCH 10, 2017
MK