

\$~2

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

+ **ARB.P. 131/2015**

ANGELIQUE INTERNATIONAL LIMITED Petitioner

Through: Tarun Singla, Advocate

versus

GLOBELINK WW INDIA PRIVATE LIMITED Respondent

Through: Mr. K Bijai Sundar & Dr. R
Sunitha Sundar, Advocate

CORAM: JUSTICE S.MURALIDHAR

ORDER

%

11.01.2017

1. This is a petition under Section 11(6) of the Arbitration & Conciliation Act, 1996 (the “Act”) by Angelique International Ltd. (AIL), seeking reference of the disputes it has with the Respondent Globelink WW India Pvt. Ltd. (GWIPL) arising out of a work order HL/Glob/260310 dated 23rd March 2010 to arbitration.

2. Referring to the legal demand notice dated 24th September 2014, learned counsel for AIL submitted that there were six work orders that were issued by it to GWIPL, which included the aforementioned work order which was for shipment of certain plant and equipment in containers from ICD Nagpur and New Delhi to Afghanistan. The said work which contains an arbitration clause has admittedly not been signed by GWIPL.

3. A short question that therefore arises for consideration in the present

petition is whether in terms of the said arbitration clause the dispute arising out of the work order can be referred to arbitration?

4. The stand of GWIPL, as stated in its reply dated 14th October 2014 to the above demand notice is that there were five work orders which were issued by AIL to it and not six. Further, according to GWIPL even the said five work orders were not acted upon since “there has been modification with respect to the articles transferred and offered.....”. In para 4 (e) of the aforesaid reply there is a specific denial by GWIPL that it has rendered any service pursuant to the above work order HL/Glob/260310 dated 23rd March 2010. Consequently, as regards the work order which forms the basis of the present petition, there is no admission by GWIPL that it accepted the said work order and acted on it.

5. Learned counsel for AIL then contended that the cargo for the said work order was to be despatched from Nhava Shewa, Mumbai to Afghanistan under a Multimodal Transport Document (MTD) which contained an arbitration clause. As is pointed out rightly by the counsel for GWIPL, the claim in the present is not based on the said MTD. It is based on a specific work order which has been referred to hereinabove. It is further submitted that a claim based on the MTD would be time barred in terms of Section 23 of the Multimodal Transportation of Goods Act 1993. The Court does not consider it necessary to examine the said issue in the present petition since admittedly AIL's prayer is based on the aforementioned work order and not on the MTD.

6. Since AIL has not been able to demonstrate that there is an arbitration agreement between the parties in respect of the disputes arising out of the work order in question, this Court is unable to grant the relief as prayed for.

7. The petition is dismissed. This will, however, not preclude AIL from availing other appropriate remedies as may be available to it in accordance with law.

S.MURALIDHAR, J

JANUARY 11, 2017
P