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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**
+ **ARB.P. 378/2016**

**INTERNATIONAL MARCOM ADVISORY AND RESEARCH
CORPRATION PVT.LTD** Petitioner

Through Mr. Rajesh Kumar, Advocate

versus

EVENTS LIVE PVT.LTD Respondent
Through Mr. Raghav Shankar and
Mr. Karan Lahri, Advocates

CORAM:

HON'BLE MR. JUSTICE VIBHU BAKHRU

ORDER

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02.05.2017

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 agreement dated 6th July, 2014, which includes an arbitration clause that reads as under:-

“6.1 That if any dispute(s) or difference(s) shall arise between the parties in connection with or arising out of this agreement, the parties shall attempt, for a period of thirty days from the receipt of a notice from the other party of the existence of a dispute(s), to settle such dispute(s) by mutual discussions between the parties. That if the said dispute(s) cannot be settled by mutual discussions within the thirty days period provided above, either party may refer the matter to arbitrator(s).

6.2 That the arbitration proceedings shall be held under the provisions of the arbitration and conciliation act, 1996 or any of its subsequent amendments. The arbitration proceedings shall be in English. The venue of arbitration proceedings shall be Delhi only. The courts/tribunals at Delhi shall have the exclusive jurisdiction over any disputes relating to the subject matter of this agreement. During the conduct of arbitration proceedings, the parties shall bear the cost of the proceedings. Eventually, all costs and expenses of the arbitration shall be borne by such party in such manner as awarded by the arbitral tribunal.”

2. Although there is no dispute as to the existence of the arbitration agreement (arbitration clause), the petitioner is unable to establish that any notice invoking the said clause was issued by the petitioner. Further, the parties are also obliged, in the first instance, to resolve the disputes amicably within a period of 30 days. It is only failing such efforts that an arbitrator is required to be appointed.

3. In these circumstances, the present petition is disposed of by directing the parties to endeavour to resolve their dispute amicably. If they are unable to do so within a period of 30 days, the petitioner would be at liberty to invoke the arbitration clause and insist on referring the matter to an arbitrator. Further, if the parties are unable to concur on the appointment of the arbitral tribunal, the petitioner would be at liberty to approach this Court under Section 11 of the Act for appointment of an arbitrator.

VIBHU BAKHRU, J

MAY 02, 2017/sm