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

+ ARB.P. 271/2016

SERVESH SECURITY SERVICES PVT.LTD Petitioner

Through: Mr. Arjun Mitra, Mr. Sarfaraz Ahmad
and Ms. Aastha Jain, Advocates.

versus

NATIONAL INSTITUTE OF PLANT GENOME
RESEARCH

..... Respondent

Through: Ms. Sagari Dhanda, Advocate.

CORAM:

HON'BLE MR. JUSTICE VIBHU BAKHRU

ORDER

% **11.01.2017**

1. The present petition is filed by the petitioner under Section 11 of the Arbitration and Conciliation Act, 1996 (hereafter the 'Act'), *inter alia*, praying that an arbitrator is appointed to adjudicate the disputes that are stated to have been arisen in connection with the agreement dated 01.08.2013. The said agreement includes an arbitration clause, which is set out below:-

“23. **Arbitration:** In the event of any dispute, the same shall be referred to a mutually acceptable arbitrator to be nominated by the Director of the Institution. If for any reason the reference cannot be made by the Director then there shall be no reference to arbitration. In such an eventuality, the decision of the Director, NIPGR shall be final.”

2. The petitioner invoked the arbitration clause by its letter dated

24.10.2015. In response to the same, the respondent called upon the petitioner to supply the necessary documents so that the issues can be specified with clarity for consideration. The respondent also confirmed that after reviewing the same, if required, an Arbitrator would be appointed.

3. The learned counsel for the respondent does not dispute the existence of the arbitration clause. She, however, submits that the parties have been in dialogue and the disputes between the parties have not been crystallized as yet. She handed over a letter dated 19.12.2016 sent by the petitioner, which indicates that the petitioner had forwarded the challans to be deposited and had requested the respondent to verify the same so that the disputes can be resolved mutually without any further costs or legal expenses.

4. The learned counsel for the parties submits that it may be possible to settle the dispute amicably.

5. In view of the fact that the arbitration agreement is not disputed and the arbitration clause had been invoked by the petitioner, it is necessary that an arbitrator be appointed. It is, accordingly, directed that the arbitrator be appointed under the Rules of the Delhi International Arbitration Centre (DIAC). The parties shall appear before the Co-ordinator, DIAC on 13.04.2017 at 11:00 AM. The arbitration shall be conducted under the aegis of DIAC and in accordance with its Rules.

6. In view of the submission that the parties may be able to resolve the dispute amicably. It is directed that the representative of the parties shall appear before Delhi High Court Mediation and Conciliation Centre (DHCMCC) on 24.01.2017 at 11:00 AM. The parties shall endeavour to resolve their disputes prior to 13.04.2017. In the events, parties are able to resolve the disputes prior to 13.04.2017 they shall communicate the same to

the Co-ordinator and no further steps would be required to be taken for constitution of the Arbitral Tribunal. However, if the parties are unable to resolve the dispute prior to 13.04.2016, the parties shall appear before the Co-ordinator and their disputes shall be resolved by arbitration as directed.

7. The petition is disposed of.

VIBHU BAKHRU, J

JANUARY 11, 2017

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