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

+ **ARB.P. 308/2016**

SHEETAL ANSAL & ANR.

..... Petitioners

Through Mr Dalip Mehra, Advocate.

versus

RELIANCE MEDIA WORKS LTD

..... Respondent

Through

CORAM:

HON'BLE MR. JUSTICE VIBHU BAKHRU

ORDER

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10.01.2017

1. Despite notice none appears for the respondent company and accordingly the petition is taken up in absence of any representation on behalf of the respondent.
2. The petitioner has filed the present petition under Section 11 of the Arbitration and Conciliation Act, 1996 (hereafter 'the Act') praying that an arbitrator be appointed to adjudicate the disputes that have arisen between the parties in relation to the "Conducting Agreement" dated 12.05.2009 entered into between M/s Ansal Properties & Infrastructure Ltd and the respondent (then known as "ADLABS Films Limited").
3. The petitioner, M/s Ansal Properties & Infrastructure Limited and the respondent entered into Addendum Agreement dated 17.08.2012 whereby M/s Ansal Properties & Infrastructure Limited transferred all rights and obligations under the Conducting Agreement to the petitioner; thereby

the petitioner succeeded to all rights and obligations of Ansal Properties Limited under the Conducting Agreement.

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

“20. GOVERNING LAW & ARBITRATION

20.1 This Deed shall be governed by and construed in accordance with the laws of India.

20.2 Any claim, controversy or dispute arising out of or in connection with this Agreement, not settled by mutual agreement of the Parties involved within 30 days after a Party is provided written notice for settlement thereof, shall be referred to arbitration to a sole arbitrator under the Indian Arbitration and Conciliation Act 1996 to be appointed by the Delhi High Court as per the Provisions of the Act. Pending the arbitration proceedings, all disputed amount/payments, shall be deposited in the custody of the arbitrator, appointed under this clause until the completion of the arbitration proceedings. These disputed amounts/payments held by the arbitrator shall be paid to the Parties as per the provisions of the arbitration award after successful completion of the proceedings. The arbitration proceedings shall be conducted in Delhi India and shall be governed by and construed in accordance with the laws of India. *The language of the arbitration shall be English.* The decision of the Arbitrator in the matter shall be final. The costs and expenses of the arbitrator(s) and holding the arbitration shall be borne in equal shares by AFL and APIL. Each Party will bear its own legal, travelling and other similar costs.

20.3 During the pendency of the arbitration, the Parties shall continue to discharge their respective obligations under this Agreement.”

5. In view of the arbitration clause, the petitioner invoked the arbitration clause vide its letter dated 13.01.2016. The parties have been unable to agree for appointment of the Sole Arbitrator and therefore an arbitrator is required to be appointed to adjudicate the disputes between the parties.
6. Accordingly, it is directed that an Arbitrator be appointed under the Rules of the Delhi International Arbitration Centre (DIAC). The representatives of the parties shall appear before the Co-ordinator, DIAC on 02.02.2017 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

JANUARY 10, 2017

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