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

+ **ARB.P. 472/2016**

SRL LIMITED

..... Petitioner

Through Mr Shivam Batra, Advocate.

versus

SUCHIRAYU HEALTHCARE SOLUTIONS

LTD. & ANR.

..... Respondents

Through Mr H. Pant, Advocate.

CORAM:

HON'BLE MR. JUSTICE VIBHU BAKHRU

ORDER

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16.01.2017

1. The petitioner has filed the present petition under Section 11 of the Arbitration and Conciliation Act praying that an arbitrator be appointed to adjudicate the disputes between the parties in connection with the agreement dated 02.12.2013. The said agreement includes an arbitration clause which is set out below:-

“23. ARBITRATION

If any dispute, difference or claim arises between the parties in connection with this Agreement or the validity, interpretation, implementation or alleged breach of this Agreement or anything done, omitted to be done pursuant to this Agreement, the Parties shall first endeavour to resolve the same through conciliation and negotiation. However, if the dispute is not resolved through conciliation and negotiation within 30 days after commencement of such conciliation or within such period thereafter as mutually agreed in writing, then the Parties may refer the dispute for

resolution to a Sole Arbitrator, to be mutually appointed by the Parties. In the event the Parties are unable to agree to a common name, for appointment of a Sole Arbitrator, the each Party shall appoint one Arbitrator and the said two arbitrators so appointed by the Parties shall appoint a third Arbitrator. Such arbitration shall be in accordance with the provisions of the Arbitration and Conciliation Act, 1996, or any statutory modification of re-enactment for the time being in force. The arbitration shall be held in Delhi in English language.”

2. In view of the disputes between the parties, the petitioner issued a notice dated 04.05.2016 invoking the arbitration clause. The petitioner states it did not receive any response to the said arbitration notice and therefore it was constrained to file the present petition.
3. The learned counsel for the respondent does not dispute the existence of the arbitration clause. He, however, states that the parties are endeavouring to settle their disputes.
4. Since the arbitration agreement is not disputed, an arbitral tribunal is required to be constituted to adjudicate the disputes between the parties.
5. At this stage, the learned counsel for the petitioner states that instead of a tribunal of three arbitrators, a sole arbitrator may be appointed to adjudicate the disputes between the parties. The learned counsel for the respondent concurs with the above suggestion.
6. In view of the above, 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 28.04.2017 at 11:00 AM. The arbitration shall be conducted under the aegis of DIAC and in accordance with its Rules.

7. In view of the submission made by the learned counsel for the parties that the parties are willing to resolve the disputes amicably, it is directed that parties/representatives of the parties shall appear before the Delhi High Court Mediation and Conciliation Centre (DHCMCC) on 02.02.2017 at 3:30 PM. The parties shall endeavour to resolve the disputes prior to 28.04.2017. In the event, the parties are able to do so they shall communicate the same to the Co-ordinator DIAC and no further steps would be required to be taken thereafter for adjudication of the disputes. However, if the parties are unable to resolve the disputes within the period as specified, they shall appear before the Co-ordinator as directed.
8. The petition is disposed of with the aforesaid observations.

VIBHU BAKHRU, J

JANUARY 16, 2017

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