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

+ **ARB.P. 271/2017**

NARROWCASTERS (INDIA) PVT. LTD. Petitioner

Through: Mr Ankit Parmar, Advocate.

versus

MYSORE PALACE BOARD Respondent

Through: Mr Chava Badri Nath Babu and Mr S. Umesh, Advocates.

CORAM:

HON'BLE MR. JUSTICE VIBHU BAKHRU

ORDER

% **18.05.2017**

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 for provision of the Audio Guide Services. The said agreement includes an arbitration clause, which is set out below:-

“V. GOVERNANCE

The Mysore Palace Board and Narrowcasters will make every effort to resolve any disputes in friendly mediation. If this is not possible, then any disputes will be subjected to arbitration and governed by the laws of India in the jurisdiction of the courts of Delhi.”

2. The learned counsel for the petitioner states that the petitioner made efforts to resolve the disputes amicably. However, the disputes could not be

resolved inasmuch as the respondent has failed to pay the amounts claimed by it.

3. In the aforesaid circumstances, the petitioner invoked the arbitration clause by a letter dated 10.03.2017 and called upon the respondent to concur for appointment of any one of the three persons named by the petitioner in its letter. The petitioner states that it did not receive any response to its request. The emails sent by the petitioner also failed to elicit any response.

4. Finally, the petitioner terminated the agreement by a letter dated 14.04.2017.

5. The present petition was moved on 24.04.2017 and this Court issued notice to the respondent. The learned counsel for the petitioner has filed an affidavit of service which indicates that although notices were served on the respondent on 10.05.2017 at the office of the respondent but the respondent refused to acknowledge service of the said notice.

6. The learned counsel for the respondent today states that he has no instructions in the matter except to seek further time. Apart from not having instructions, the learned counsel for the respondent has also not behaved in the manner as expected of a counsel.

7. The petitioner has also placed on record a letter dated 29.08.2013, declaring that the respondent was withholding amounts due to petitioner on account of certain issues relating to Service tax. It is apparent from the above that there is no dispute as to the existence of the arbitration agreement. Plainly, the parties have been unable to concur on appointment of an arbitrator and, therefore, the arbitrator is required to be appointed.

8. Accordingly, Justice R.C. Jain (Retd.) (Mobile-9818000380) is appointed as the sole arbitrator to adjudicate the disputes between the

parties. This is subject to the arbitrator making the necessary disclosure under Section 12 of the Act and not being ineligible under Section 12(5) of the Act. The arbitrator shall fix fees in consultation with the counsel for the parties. The parties are at liberty to approach the arbitrator for eliciting the necessary disclosure and for further proceedings.

9. The petition is disposed of.

VIBHU BAKHRU, J

MAY 18, 2017

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