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

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Judgment delivered on: 08.08.2017

+ ARB.P. 295/2017

ASHISH DUTTA(SOLE PROPRIETOR OF M/S SRISTI
COMMUNICATIONS

..... Petitioner

versus

M/S ADEL LANDMARKS LIMITED (FORMERLY
KNOWN AS M/S ERA LANDMARKS LTD. & ORS.... Respondents

Advocates who appeared in this case:

For the Petitioner : Mr. Gaurav Bhattacharya, Advocate.
For the Respondent : None.

CORAM:-

HON'BLE MR JUSTICE SANJEEV SACHDEVA

JUDGMENT

08.08.2017

SANJEEV SACHDEVA, J. (ORAL)

1. The petitioner, by this petition under Section 11 of the Arbitration & Conciliation Act, 1996 (hereinafter referred to as 'the Act'), seeks appointment of an arbitrator.

2. The respondent No.1 i.e. M/s. Adel Landmarks Limited (formerly known as M/s. Era Landmarks Ltd.) had entered into a Service Agreement with the petitioner for provision of Public Relation

services for themselves and for their group companies arrayed as respondent Nos.2 to 5. As per the petitioner, the respondents failed to pay the requisite fee and charges, agreed upon, leading to disputes between the parties.

3. The petitioner invoked arbitration by Legal Notices dated 17.03.2015 and 28.03.2016, issued to the respondent No.1.

4. Learned counsel for the petitioner submits that the respondent Nos.2 to 5 were arrayed as parties as the agreement was entered into for services to be provided to them also. It is submitted that the agreement was signed only by respondent No.1 and the notice invoking arbitration was also issued only to respondent No.1.

5. Notice was sent to the respondents, which was duly served. Respondents entered appearance through counsel on 05.07.2017, who appeared and took time to file reply. Reply has not been filed.

6. There is no appearance on behalf of the respondents despite the matter being passed over. The respondents are, accordingly, proceeded ex-parte.

7. Perusal of the agreement shows that the agreement is only between the petitioner and respondent No.1, though it stipulates that the services shall be provided to respondent No. 1 and Respondents 2 to 5. The agreement is signed only on behalf of Respondent No. 1. Notice invoking arbitration has also been issued only to respondent

No.1.

8. Accordingly, in the above circumstances, an Arbitrator can be appointed to adjudicate the disputes only between the petitioner and the respondent No.1.

9. Learned counsel for the petitioner submits that his main grievance is only against respondent No.1 as there is privity of contract only with respondent No.1.

10. The Arbitration Clause between the parties reads as under:

"6.13 This Agreement shall be construed in accordance with, and governed by, the laws of India, without regard to the conflicts of law provisions. Competent The Courts at Delhi shall have exclusive jurisdiction to decide any disputes arising out of this Agreement. Any dispute, differences arising out of or incidental to this Agreement or the construction or interpretation of any of the paragraphs hereof or anything done or omitted to be done between Agency and Client hereto shall first be attempted to be amicably settled by the Parties through negotiations, failing which the same shall be referred to arbitration in Delhi, to a sole Arbitrator appointed mutually by the Parties and this clause shall be deemed to be submitted to arbitration and all proceedings shall be governed by and be subject to the provisions of the Arbitration and Conciliation Act of 1996 and any statutory modification thereof or the time being in force. The principal language in all such proceedings and the daily transcripts shall be in English."

11. Since the respondent No.1 has failed to appear or even file a response objecting to the appointment of the Arbitrator, I deem it expedient to appoint an Arbitrator to adjudicate the disputes between the petitioner and the respondent No.1.

12. Accordingly, Mr. Rishi Manchanda, Advocate (Mobile # 9911681178) is appointed as an Arbitrator to adjudicate the disputes between the parties. This is subject to the Arbitrator making necessary disclosure under Section 12 of the Act not being ineligible under Section 12(5) of the Act.

13. The Arbitrator shall adjudicate the claims of the petitioner and counter-claims, if any, of the respondent.

14. The Arbitrator fee of the Arbitrator shall be in accordance with the Schedule of the Delhi International Arbitration Centre.

15. The parties are at liberty to approach the learned Arbitrator for elucidating the necessary disclosures and for further proceedings.

16. The petition is accordingly disposed of.

17. Order *Dasti* under signatures of the Court Master.

SANJEEV SACHDEVA, J

AUGUST 08, 2017/st