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

+ ARB.P. 330/2017

FIVE DOTS DIGITAL PVT. LTD. Petitioner
Through Mr.K.Datta and Mr.Ashish Verma,
Adv.

versus

APPSTUDIOZ TECHNOLOGIES PVT.
LTD. & ANR. Respondent
Through Ms.Aditi Mohan, Adv.

CORAM:
HON'BLE MR. JUSTICE JAYANT NATH

ORDER
% **16.05.2017**
CAV 483/2017

Since the learned counsel for the respondent has entered appearance,
the caveat stands discharged.

I.A. No. 6026/2017 (exemption)

Allowed subject to all just exceptions.

ARB.P. 330/2017

1. Present petition is filed under Section 11 (5) of the Arbitration and Conciliation Act, 1996 (hereinafter referred to as the Act) seeking appointment of an arbitrator to adjudicate upon and decide the disputes and differences between the parties.
2. On 24.12.2015, an Application Development Agreement was signed between the parties. On 30.05.2016 an addendum was signed to the said

Agreement. The respondent had undertaken to design and develop HM System for the petitioner Company in accordance with the specifications and to deliver the same in accordance with the delivery schedule. Other details and terms and conditions were also agreed upon.

3. Disputes having arisen between the parties, the petitioner has invoked the arbitration clause by notice dated 08.02.2017.

4. The arbitration clause reads as follows:-

“5.0 DISPUTE RESOLUTION

5.1 If any dispute arises between the Parties hereto in connection with the validity, interpretation, implementation or alleged material breach of any provision of the Agreement and the Addendum, the Parties hereto shall endeavour to settle such dispute amicably.

5.2 If a dispute in relation to the Agreement is not resolved through discussions within thirty (30) Business Day, then such dispute shall be referred at the request in writing of any Party to the dispute to binding arbitration under the Arbitration and Conciliation, Act, 1996.

5.3 There shall be a single arbitrator mutually appointed by the disputing Parties. The seat and venue of arbitration shall be New Delhi. The Parties shall continue to fulfil their obligations under the Agreement pending the final resolution of the dispute and the Parties shall not have the right to suspend their obligations under the Agreement by virtue of any dispute being referred to arbitration.

5. 4 The proceedings of arbitration shall be in the English language.

5.5 The Parties hereto shall submit to the arbitrator's award and the award shall be enforceable in the competent court of law.

5. Learned counsel has entered appearance on behalf of the respondent. She submits that she has no objection in case an arbitrator is appointed by this court. She however prays that prior to commencement of arbitration proceedings, the parties may also try and sort out the matter before the Mediation Centre.

6. Accordingly, Mr. Justice Anil Kumar (Retd.) (Mobile No.9818000140) is appointed as an arbitrator to adjudicate the disputes between the parties. He is requested to complete the requirements of Section 12(1) of the Act. The Arbitrator may fix his fees in consultations with the learned counsel for the parties.

7. In the meantime, the parties will appear before the Delhi High Court Mediation and Conciliation Centre on 28.05.2017 at 3.00 P.M.

8. The parties will appear before the learned Arbitrator on 28.07.2017 at 4.00 P.M.

9. In view of the above, the petition stands disposed of.

JAYANT NATH, J

MAY 16, 2017

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