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

+ **ARB.P. 307/2017**

REDECON (INDIA) PVT. LTD.

..... Petitioner

Through Ms. Rashmeet Kaur, Ms. Arpana
Majumdar and Ms. Romila Joshi,
Advocates

versus

FEEDBACK INFRASTRUCTURE SERVICES PVT. LTD

..... Respondent

Through Mr. Lalan Sinha and
Mr. Rahul Malhotra, Advocates

CORAM:

HON'BLE MR. JUSTICE VIBHU BAKHRU

ORDER

% **11.05.2017**

I.A. 5765/2017 (exemption)

Exemption is allowed subject to all just exceptions.

The application stands disposed of.

ARB.P. 307/2017

The petitioner has filed the present petition under Section 11 of the Arbitration and Conciliation Act, 1996 *inter alia* praying that an arbitrator be appointed to adjudicate the disputes that have arisen between the parties in relation to the Memorandum of Understanding (MoU) dated 05.12.2012. The said MoU includes an arbitration clause which is set out below:-

"24. SETTLEMENT OF DISPUTES.

a. AMICABLE SETTLEMENT

The parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this MOU or the interpretation thereof. Accordingly, dispute if any, between the Parties shall be referred to the Managing Directors of both the Parties, who shall use their good office to resolve the dispute so referred within a period of 15 days. Dispute, if any, unresolved after the expiry of 15 days shall be referred to Arbitration.

b. ARBITRATION

If a dispute could not be resolved within a period of 15 days under amicable settlement, such dispute shall be finally settled under the provisions of Arbitration and Conciliation Act 1996 by one or more arbitrators appointed in accordance with the said provisions.

Arbitration proceedings shall be conducted in English and the award shall be made in English language. The place of the arbitration shall be New Delhi.

The arbitration award shall be final and binding on the Parties, and the Parties agree to be bound thereby and to act accordingly."

The parties could not resolve the disputes amicably and, thus, the petitioner invoked the arbitration clause by letter dated 24.11.2016 and suggested names of three persons to be appointed as an arbitrator. However, the parties failed to concur on the name of the arbitrator and consequently, no Arbitrator has since been appointed.

The learned counsel appearing on behalf of the respondent states that the claims made by the petitioner are inflated. He referred to the letter dated 16.02.2016 wherein the petitioner had raised claims to the tune of ₹74,00,000/-. He further states that this figure has doubled in

the petition filed before this Court. He also states that even otherwise, the claims would be barred by limitation.

At this stage, this Court is not called upon to examine the rival contentions of the parties either on merits or on maintainability of the claims. Since existence of the MoU or the arbitration agreement (clause) is not disputed, an arbitrator is required to be appointed to adjudicate upon the disputes that have arisen between the parties.

It is therefore directed, with the consent of the parties, that an arbitrator be appointed under the Rules of Delhi International Arbitration Centre (DIAC). The parties shall appear before the Co-ordinator, DIAC on 26.05.2017 at 11:00 AM. The arbitration shall be conducted under the aegis of DIAC and in accordance with its Rules.

The petition is disposed of.

Order *dasti*.

VIBHU BAKHRU, J

MAY 11, 2017

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