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IN THE HIGH COURT OF DELHI AT NEW DELHI

+ CS(COMM) 1312/2016 & I.As. 14029-14031/2016

AGV ALFAB LIMITED Plaintiff
Through: Mr. Karan Sharma, Advocate.

versus

MVL CREDITS HOLDINGS AND LEASING LTD Defendant
Through: Mr. Kapil Kher, Advocate with
Ms. Harsha and Mr. Siddhartha Jain,
Advocates.

CORAM:
HON'BLE MR. JUSTICE MANMOHAN

ORDER
12.07.2017

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I.A. 14031/2016

Present application has been filed under Section 8 of the Arbitration and Conciliation Act, 1996.

Admittedly, in the Agreement dated 15th September, 2009 executed between the parties, a Dispute Resolution Mechanism is provided. Clause 1.29 of the Agreement reads as under:-

“Disputes: Any disputes arising out of this contract shall be referred to the Managing Director, MVL, Ltd., whose decision shall be final, binding and conclusive.”

Accordingly, the disputes between the parties have to be referred to the Arbitrator.

However, as the Arbitrator mentioned in Clause 1.29 is the Managing Director of the defendant, this Court deems it appropriate to appoint a retired Judge of this Court as an Arbitrator.

Accordingly, Mr. Justice (Retd.) P.K. Bahri, Cell No.98181542737 is appointed as an Arbitrator in the present matter. The fee of the learned Arbitrator shall be determined in accordance with the Schedule mentioned in the Arbitration and Conciliation Act, 1996.

It is clarified that both the plaintiff and defendant shall be at liberty to raise their claim and counter-claim before the Arbitrator. Consequently, both the claim and counter-claim are referred to Mr. Justice (Retd.) P.K. Bahri.

With the aforesaid direction, present suit and pending applications stand disposed of.

MANMOHAN, J

JULY 12, 2017

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