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

+ **ARB.P. 656/2016**

AMAZING COLLECTION THROUGH ITS

PROPRIETOR SH. HARJEET SING Petitioner

Through: Mr Karan Kapoor, Advocate.

versus

SNG FASHION PVT. LTD. & ORS. Respondents

Through: Mr Soumitra Chatterjee, Ms Sriparna
Chatterjee and Mr Himanshu
Bhandari, Advocates.

CORAM:

HON'BLE MR. JUSTICE VIBHU BAKHRU

ORDER

% **16.03.2017**

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 between the parties in connection with the Franchisee Agreement dated 27.01.2010.
2. The said agreement includes an arbitration clause, which is set out below:-

"27.2 In the event of any dispute or difference between the parties hereto, whether arising during the currency or after the completion or abandonment of this Agreement, or after the determination thereof (whether for breach or for any other reason) in regard to any matter of thing of whatsoever nature arising out of this Agreement or in connection therewith, then either party shall give to the other notice in writing of such dispute or difference and the same shall be settled by Arbitration in New Delhi, India in accordance with the Arbitration and Conciliation Act, 1996, or any statutory modification or substitution thereof. Subject to the foregoing, the parties submit to the exclusive jurisdiction of Courts at Delhi."

3. The petitioner claims that it had invoked the arbitration clause by a notice dated 12.05.2016.
4. The learned counsel for the petitioner had earlier stated that the postal receipts for the dispatch of the said notice were not available. The learned counsel for the petitioner now states that the postal receipts have been obtained from the advocate who had issued the said notice and has also produced the same.
5. The learned counsel for the respondent does not dispute the existence of the Franchise Agreement or the arbitration clause. The only objection raised by the respondent is with regard to non-receipt of notices invoking the arbitration clause. The petitioner claims that it had invoked the arbitration clause by a notice dated 20.04.2016 and thereafter reiterated the same by its advocate's notice dated 12.05.2016. The learned counsel for the petitioner has now produced the original postal receipts which indicate that the notices dated 12.05.2016 were dispatched on 23.05.2016.
6. In view of the above, it is necessary that an Arbitrator be appointed to adjudicate the disputes between the parties. Accordingly, with the consent of the parties, it is directed that an Arbitrator be appointed under the Rules of Delhi International Arbitration Centre (DIAC). The parties shall appear before the Co-ordinator, DIAC on 11.04.2017 at 2:30 PM. The arbitration shall be conducted under the aegis of DIAC and in accordance with its Rules.
7. The petition is disposed of.

VIBHU BAKHRU, J

MARCH 16, 2017/MK