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

+ ARB.P. 534/2015

INDIACAN EDUCATION PVT LTD Petitioner
Through Mr.Raveesh Thukral, Advocate

versus

ARTI UPADHYAY Respondent
Through

CORAM:
HON'BLE MR. JUSTICE JAYANT NATH

ORDER
% **17.08.2017**

The respondent has been served through publication. Despite service, none is present for the respondent. The respondent is proceeded *ex-parte*.

The learned counsel for the petitioner points out that the parties had entered into a MOU dated 01.06.2012 whereby the petitioner had granted to the respondent a non-exclusive and non-transferable licence to operate an ALC in the specified territory.

Disputes having arisen between the parties, by notice dated 03.02.2015 the arbitration clause was invoked.

The learned counsel for the petitioner relies upon the clause 15 of the MOU which provides that all disputes between the parties shall be referred to the arbitral tribunal comprising three arbitrators where each party would have right to appoint one arbitrator and the two said appointed arbitrators shall appoint a third arbitrator to adjudicate the disputes between the parties.

Accordingly, the matter is referred to the Delhi International

Arbitration Centre(*hereinafter referred to as 'the DIAC'*). The arbitration shall take place under the aegis of DIAC. A copy of this order be sent to the DIAC.

Petition stands disposed of as above.

JAYANT NATH, J.

AUGUST 17, 2017/v