

\$~1

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

+ **ARB.P. 4/2017**

M/S STATUS AIR VISION PVT LTD Petitioner
Through: **Mr. Avanish Kumar, Advocate**

versus

PRASAR BHARTI & ANR. Respondents
Through: **Mr. Rajeev Sharma, Ms. Radha
Lakshmi & Mr. Pratisht Kaushik,
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 & Conciliation Act, 1996 (hereinafter to be referred as 'the Act'), *inter alia*, praying for an arbitrator to be appointed to adjudicate the disputes between the parties having arisen in respect of the agreement dated 29.9.2015.

2. The said agreement includes an Arbitration clause which reads as under :-

“16. ARBITRATION

In the event of any dispute or difference arising out of or relating to between the parties hereto or as to the performance rights and obligations under this agreement or as to any claim, monetary or otherwise of one party against the other or as to the interpretation and effect of any terms and conditions of this Agreement, such dispute or differences shall be referred to the Sole Arbitrator to be

appointed by Chief Executive Officer, Prasar Bharti, (BCI) and the decision of the arbitrator shall be final and binding on both the parties. The arbitration proceedings shall be governed by the provisions of the Arbitration and Conciliation Act, 1996. The venue of arbitration shall be NEW DELHI (INDIA).”

3. In view of the disputes that had arisen, the petitioner sent a notice dated 03.11.2016 invoking the Arbitration clause and called upon the concerned authority- , that is, the Chief Executive Officer, Prasar Bharti (BCI) - to appoint an arbitrator. Admittedly, the arbitrator has not been appointed as yet.
4. Mr. Sharma, learned counsel appearing on behalf of the respondent does not dispute the existence of the agreement or the arbitration clause. He however submits that there is a real possibility of a settlement between the parties and requests that the parties may be given an opportunity to settle the disputes amicably.
5. Since the arbitration agreement (Arbitration clause) is not disputed, an arbitrator is required to be appointed. Accordingly, Mr C K Chaturvedi, ADJ (Retd.) (Mobile No: +91 9810652722), is appointed as a sole arbitrator to resolve the disputes between the parties. This is subject to the Arbitrator making the necessary disclosure under Section 12 of the Act and not being ineligible under Section 12(5) of the Act. The arbitrator shall fix the fees in consultation with the counsel for the parties.
7. The parties are at liberty to approach the Arbitrator for further proceedings.
8. In view of the submissions that there is a possibility for the parties to resolve the disputes amicably, it is further directed that the Arbitrator shall

not enter upon the reference till 17.05.2017. This is to enable the parties to resolve the disputes amicably. In the event, the parties are able to do so, they shall communicate the same to the Arbitrator and no further proceedings would be required to be undertaken by him. However, if the parties are unable to resolve the disputes on or before 16.05.2017, the parties shall approach the Arbitrator for further proceedings.

9. The petition is disposed of.

VIBHU BAKHRU, J.

MARCH 16, 2017/P