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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**
+ **ARB.P. 487/2017**
RAMANAND YADAV Petitioner
Through: Mr.Rajesh Manchanda, Adv.

versus

AMWAY INDIA ENTERPRISES PVT. LTD. Respondent
Through: Ms.Priya Kumar, Mr.Adhish Srivastava,
Adv.

CORAM:
HON'BLE MR. JUSTICE NAVIN CHAWLA

ORDER
% **21.11.2017**

The dispute between the parties have arisen out of contract of distributorship entered into between them on 29th October, 2012. Clause 15 of the agreement provides as under:-

“15) Any dispute, differences or claim arising out of as in connection with this Agreement shall be submitted to binding arbitration and shall be referred to the sole Arbitrator appointed in accordance with the rules and regulations of International Center for Alternate Dispute Resolution at a fast track arbitration. The venue of such arbitration shall be at New Delhi and the award of the Arbitrator shall be final and binding on all parties. The courts at New Delhi shall alone have jurisdiction in relation to this Arbitration Agreement and any award arising therefrom.”

The petitioner had sent a notice dated 13th January, 2017 raising various disputes to the respondent which was replied by the respondent through its lawyers on 8th March, 2017.

Upon notice being issued by this Court, counsel for the respondent has entered appearance. She submits that the petition is not maintainable under Section 11 of the Act as the Arbitration Clause has not been invoked by the petitioner in terms thereof, however, without prejudice, she submits that she would have no objection if the parties are referred to The International Centre for Alternative Dispute Resolution (hereinafter referred to as the 'ICADR') for adjudication of the disputes between the parties.

Accordingly, the parties are referred to the ICADR with the request to ICADR to appoint an Arbitrator in accordance with its Rules and Regulations for adjudication of the disputes.

The parties would be entitled to raise all their claims and counter claims before the Arbitrator so appointed.

The petition is disposed of in the above terms with no order as to costs.

Dasti.

NAVIN CHAWLA, J

NOVEMBER 21, 2017
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