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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**
+ **ARB.P. 602/2017**
GREY & SQUARE CONSULTING PVT. LTD. THROUGH: ITS
AUTHORIZED REPRESENTATIVE Petitioner
Through: Ms.A.Shivani & Ms.Surabhi, Advs.

versus

AMIRA PURE FOODS PVT. LTD. & ANR. Respondents
Through: None.

CORAM:
HON'BLE MR. JUSTICE NAVIN CHAWLA

ORDER
% **20.12.2017**

This petition under Section 11 of the Arbitration and Conciliation Act, 1996 (hereinafter referred to as the 'Act') has been filed by the petitioner seeking appointment of the Sole Arbitrator for adjudicating the disputes that have arisen between the parties in relation to the Agency Agreement dated 26.02.2014 and the extension thereof vide agreement dated 01.02.2015.

The above agreements contain the Arbitration Agreement in form of Clause 9 which is reproduced herein below:-

"9. DISPUTE

c. In the event of any dispute or difference between the Parties arising out of or in connection with this Memorandum, then such dispute shall be referred to arbitration to be conducted in accordance with the Indian Arbitration and Conciliation Act, 1996. The arbitral tribunal shall comprise of a sole arbitrator who shall be jointly appointed by the Parties. The place of arbitration shall be New Delhi, India. The award of the

arbitrator shall be final and binding upon the Parties and the Parties agree to be bound by the same, d. Subject to the arbitration provisions above, the Parties submit to the exclusive jurisdiction of courts in New Delhi”.

Disputes having arisen between the parties, the petitioner invoked the Arbitration Agreement vide its notice dated 06.06.2017 to which there was no response from the respondent, forcing the petitioner to file the present petition in this Court.

Notice on the petition was issued to the respondent vide order dated 19.09.2017. As the respondent remained un-served, fresh notice was issued to the respondent vide order dated 30.10.2017.

The office report in relation to service of respondent No. 1 through speed-post shows that the respondent No.1 remains un-served at the first address, but duly served on the second given address, while respondent No.2 has been duly served with the notice. The petitioner has also filed an affidavit of service indicating that both the respondents have been duly served through speed-post.

None appears for the respondents in spite of a Passover.

The respondent No.2 has been impleaded in the petition only in his capacity as Chairman-cum-Managing Director of respondent No.1. In my opinion, he cannot be made party to the arbitration in his personal capacity as the Agreement(s) were between the petitioner and respondent No.1. He is accordingly deleted from the array of parties.

As the existence of the Arbitration Agreement and invocation thereof by the petitioner is not denied by the respondent, I see no

impediment to appoint the Sole Arbitrator for adjudicating the disputes that have arisen between the parties in relation to the above mentioned Agency Agreement.

I hereby appoint Mr.Krishna Chandra Dubey, Advocate (R/o B-1031, MIC DDA Flats, East of Loni Road, Shahdara, Delhi-110093, Ph: 22812921, 9810445502) as the Sole Arbitrator for adjudicating the disputes that have arisen between the parties. The arbitration would be conducted under the aegis of Delhi International Arbitration Centre (DIAC) and its rules as to procedure and fee shall be applicable.

The petition is allowed in the above terms.

Dasti.

NAVIN CHAWLA, J

DECEMBER 20, 2017/rv