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IN THE HIGH COURT OF DELHI AT NEW DELHI

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ARB.P. 606/2017

G97 NETWORK PVT. LTD.

..... Petitioner

Through : Mr.Pratap Shanker, Mr.S.Shantanu,
Ms.A Shivani, Advocates.

versus

VATECH INDIA PVT. LTD & ORS.

..... Respondents

Through : None.

CORAM:

HON'BLE MR. JUSTICE YOGESH KHANNA

ORDER

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22.11.2017

The petitioner has filed this petition under Section 11 (6) of the Arbitration and Conciliation Act, 1996 for appointment of an arbitrator.

The learned counsel for the petitioner submits that on 21.04.2016 the respondent No.1 through the respondent No.2 had approached the petitioner for engaging the services of the petitioner in digital marketing for online brand management of respondent No.1. The retainership agreement was also entered into between the parties. The petitioner raised monthly invoices towards the retainership agreement from time to time, however, the respondent did not clear all the invoices and some amount is due as on 30.08.2016. The respondent on 02.08.2016 on account of its internal restructuring had terminated the contract with the petitioner. Then petitioner on 07.12.2016 sent a demand notice for a sum of

Rs.2,11,543/- with interest @ 18% pa. The respondent sent a reply dated 27.12.2016 and offered a sum of Rs.74,750/- towards the full and final settlement of claim of the petitioner which was not accepted. The petitioner then on 17.02.2017 sent a notice to the respondent invoking arbitration clause No.8 of the agreement dated 21.04.2016, which runs as under:-

“8. Arbitration

Every dispute, differences, or question which may, at any time, arise between the parties hereto or any person claiming under them., in respect of any clause of the agreement or the subject matter thereof, the parties shall attempt in the first instance to resolve through negotiation within 21 days after commencement of discussion or such longer period as the parties agree in writing then either Party may refer the dispute for resolution to the arbitration of a sole arbitrator, who shall be appointed by the client. The arbitrator shall try to resolve the dispute preferably within one month from the date of notice of the dispute to him. The decision of the arbitrator shall be final and binding on the parties. Subject as aforesaid the Arbitration and conciliation Act, 1996 and the rules made thereunder shall apply to the receipt of arbitration proceedings under this clause. The venue of arbitration shall be New Delhi.”

It is submitted that despite the request made by petitioner to refer the matter to arbitration, the respondent on 21.06.2017 had nominated Mr.Saarthi Bhatia, Advocate as its sole arbitrator to

adjudicate upon the disputes, which was not acceptable to the petitioner, hence this petition.

The respondent had failed to appear and contest these proceedings despite service.

In the circumstances, the petition is allowed and the matter is referred to the Delhi International Arbitration Centre (DIAC), Delhi High Court for appointment of an arbitrator. The arbitration shall take place under the aegis of DIAC and the fees of the learned Arbitrator shall be in terms of the DIAC Rules. Petitioner to appear before the Additional Coordinator, DIAC on 06.12.2017.

The petition stands disposed of.

Order *dasti*.

YOGESH KHANNA, J

NOVEMBER 22, 2017

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