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

+ **ARB.P. 666/2017**

SREE SUBRAMANIAM ENTERPRISES Petitioner

Through : Mr.Jogy Scaria, Advocate.

versus

THE DIRECTOR GENERAL, & ORS. Respondents

Through : Mr.Rajeev Sharma, Ms.Radha
Lakshmi R, and Mr.Rajat Krishna,
Advocates.

CORAM:

HON'BLE MR. JUSTICE YOGESH KHANNA

ORDER

% **15.11.2017**

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

The learned counsels for the parties submits the parties have entered into an agreement dated 01.05.2015 but later disputes arose between them. The agreement dated 01.05.2015 contains an arbitration clause which notes 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 of difference shall be .referred to the sole Arbitrator to be appointed by Chief Executive Officer, Prasara Bharati (BCI)and the decision of the arbitrator shall be final and binding on both 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)."

It is submitted by the learned counsel for the petitioner that despite a legal notice dated 18.03.2017 sent to the respondent for invoking the arbitration clause, the respondent neither appointed any arbitrator nor paid dues of petitioner to the tune of Rs.49,54,320.98/- though evasively replied the notice on 18.04.2017.

The learned counsel for the respondent fairly concedes that till date the arbitrator has not been appointed by the department and admits of an arbitration clause per agreement dated 01.05.2015.

In the circumstances, the petition is allowed Mr. Amar Nath (Retd. District Judge) (Mobile No.09958697030) is appointed as an arbitrator. The arbitration shall be under the aegis of DIAC and the fees of the learned Arbitrator shall also be in terms of the DIAC Rules.

In above terms, the petition stands disposed of.

YOGESH KHANNA, J

NOVEMBER 15, 2017

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