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

+ ARB.P. 8/2018 & IA No.3086/2018

THE INDURE PRIVATE LIMITED Petitioner

Through: Mr Prashant Mehta, Advocate.
versus

ELECON ENGINEERING COMPANY
LIMITED

..... Respondent

Through: Mr Sanjeev Kumar Sharma and Mr
Sarsij Nayanam and Ms Aditya Jaju,
Advocates.

CORAM:

HON'BLE MR. JUSTICE VIBHU BAKHRU

ORDER

% **05.03.2018**

1. The petitioner has filed the present petition under Section 11 of the Arbitration and Conciliation Act, 1996, *inter alia*, praying that an Arbitrator be appointed to adjudicate the disputes that have arisen in respect of the Purchase Order bearing reference no.I-5018/Monnet /SCR/EECL/Mar-01(S) dated 27.03.2012 (hereafter 'the Agreement'). The Agreement contains an arbitration clause where the parties had agreed to refer the disputes to Shri N. P. Gupta, Chairman of the claimant on the written request being made by either party.

2. It is stated that the Purchase Order in question was one of the four Purchase Orders that had been issued and disputes in relation to one Purchase Order have already been referred to the arbitration by a former Judge of this Court, Justice R. C. Jain (Retired). In view of the above, the petitioner had also made an application to the said Arbitrator to consider the

disputes arising out of the Agreement (i.e. the Purchase Order dated 27.03.2012).

3. The learned counsel appearing for the respondent does not dispute the existence of an Arbitration Agreement. He also states that the respondent would have no objection for reference of the disputes to Justice R. C. Jain (Retired). However, he states that in the present case, the petitioner has not invoked the arbitration clause, inasmuch as, no written request had been made by either party indicating the disputes to be resolved by arbitration.

4. The learned counsel appearing for the petitioner does not dispute the above. He, however, submits that the application made by the petitioner before the Arbitrator ought to be considered as a notice of invocation of arbitration.

5. A bare perusal of the said application indicates that the petitioner had not indicated any disputes, which it insists are to be resolved by arbitration. In view of the above, the said application cannot be considered as a notice invoking the arbitration clause under the Agreement.

6. Accordingly, the present petition is disposed of by leaving it open for the petitioner to invoke the arbitration clause in accordance with law.

7. The petition and the application are disposed of.

8. The date already fixed as 16.05.2018 stands cancelled.

VIBHU BAKHRU, J

MARCH 05, 2018/MK