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IN THE HIGH COURT OF DELHI AT NEW DELHI

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O.M.P.(I) (COMM.) 42/2018

METROPARK DATA TECH PVT.LTD Petitioner

Through: Mr.D.C.Pandey, Adv.

versus

GENINS INDIA TPA LTD. & ORS. Respondents

Through: Mr.A.K.De, Ms.Ananya De, Mr.Zahid
Ali, Advs. for R-3

Mr.S.Shantanu, Mr.Pushkar K.Sinha, Ms.Preeti
Jha, Advs. for R-1-2

CORAM:

HON'BLE MR. JUSTICE NAVIN CHAWLA

ORDER

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31.05.2018

This petition under Section 9 of the Arbitration and Conciliation Act, 1996 (hereinafter referred to as the 'Act') has been filed by the petitioner *inter alia* praying for the following reliefs:-

- a) *Direct the Respondents as an interim measure of protection for securing the entire claimed amount due and payable by the Respondents No.1 to 3 to the Petitioner, being the subject matter of the arbitration agreement. Without prejudice to the foregoing; an order to deposit the entire amounts due and payable by Respondents with the Petitioner or keep a security for payment of such amount in near future: and*
- b) *Direct the Respondents No.1 to 3 to release the admitted outstanding/payable amounts claimed by them to be arbitrarily /illegally withheld having been received during the pendency of proceedings in OMP(I)Comm. No.23/2016 and:*
- c) *Pass such further order(s) as this Hon'ble Court may deem fit and proper in the facts and circumstances of the case."*

Counsel for the respondent no.3 submits that no further amounts are to be paid to the respondent nos.1 and 2. He submits that an amount of Rs.1,95,68,444/- which was due and payable by the respondent no.3 to respondent nos.1 and 2 has already been paid.

The petitioner has also received an amount of Rs.74,35,747/- from the respondent nos.1 and 2 and an amount of Rs.55,06,160/- is alleged to be due and payable by the respondent nos.1 and 2 to the petitioner. This of course is denied by the respondent nos.1 and 2.

As far as the arbitration proceedings are concerned, this Court by its Order dated 2nd August, 2016 had referred the matter to the Delhi International Arbitration Centre (DIAC) for appointing an Arbitrator to adjudicate the disputes that have arisen between the parties. On a Special Leave Petition being preferred against the said order, the Supreme Court vide its order dated 6th February, 2017 had stayed further proceedings in the arbitration.

In view of the above and without prejudice to the rights and contentions of either party, the respondent nos.1 and 2 have agreed to deposit a sum of Rs.10 lacs with the petitioner, subject to their undertaking that in case in the arbitration proceedings, an amount less than Rs.10 lacs is found due to the petitioner, the balance shall be refunded by the petitioner to the respondent forthwith.

The petition is disposed of binding the respondent no.1 and 2 to the above statement.

The petitioner shall furnish the undertaking within two weeks from today. On receipt of such undertaking, the respondent nos.1 and 2 shall pay an amount of Rs.10 lacs to the petitioner within four

weeks thereafter.

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

NAVIN CHAWLA, J

MAY 31, 2018
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