

\$~9

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

+ **ARB.P. 131/2018**

S. V. HARISH & ANR.

..... Petitioners

Through Mr Munipalle Sowri Dev, Advocate.

versus

AMR INFRASTRUCTURES LTD.

..... Respondent

Through Mr Shankar Kumar Jha, Advocate with
Ms Neha Sharma, Advocate.

CORAM:

HON'BLE MR. JUSTICE VIBHU BAKHRU

ORDER

%

09.05.2018

1. The petitioner has filed the present petition under Section 11(6) of the Arbitration and Conciliation Act, 1996 (hereafter 'the Act'), *inter alia*, praying that an arbitrator be appointed to adjudicate the disputes that have arisen between the parties in connection with the Memorandum of Understanding dated 27.09.2012. The said MOU includes an arbitration clause which is set out below:-

“24 (b) All claims, disputes or differences whatsoever which may at any time hereafter arise between the parties (including their successors) hereto concerning this agreement or its construction or effect or as to the rights, duties, obligations or liabilities of the parties hereto or either of them under or by virtue of or in connection with this Agreement, Allotment or any document executed or security created pursuant hereto or otherwise as to any other matter in any way connected with or arising out of or in relation to the subject matter of this Agreement shall be referred to the arbitration of a sole arbitrator appointed by the Company.

The arbitration shall be conducted in accordance with and subject to the provisions of the Arbitration Conciliation Act, 1996 or any statutory modification or re-enactment thereof for the time being in force. The place of arbitration shall be at New Delhi. The language to be used in the arbitral proceedings shall be English.”

2. The learned counsel for the respondent does not dispute the existence of the arbitration clause or that the same was duly invoked by the petitioner. In view of the above, the arbitrator is required to be appointed to adjudicate the disputes between the parties.

1. Mr S.M. Chopra, a former Additional District Judge (Mobile No. 9213230349) is appointed as the Sole Arbitrator to adjudicate the disputes between the parties that fall within the scope of the arbitration clause as quoted above. This is subject to the arbitrator making the necessary disclosure under Section 12 of the Act and not being ineligible under section 12(5) of the Act.

2. With the consent of the parties, it is directed that the arbitration shall be conducted under the aegis of DIAC and in accordance with its Rules. The parties are directed to appear before the Co-ordinator, DIAC on 28.05.2018 at 11:00 AM.

3. It is clarified that all rights and contentions of the parties are reserved.

4. The petition is disposed of.

VIBHU BAKHRU, J

MAY 09, 2018

pkv