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

+ **ARB.P. 164/2018**

HINT ADVERTISING

..... Petitioner

Through: Mr Zakir Husain, Advocate.

versus

21ST CENTURY & ANR.

..... Respondents

Through: Ms Radhika Arora, Advocate for R-1
& R-2.

CORAM:

HON'BLE MR. JUSTICE VIBHU BAKHRU

ORDER

% **15.05.2018**

1. The petitioner has filed the present petition under Section 11 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 petitioner and respondent no.1.
2. It is stated that the subject disputes related to an agreement dated 14.04.2016 (hereafter 'the Agreement'). The Agreement includes an arbitration clause, which is set out below:-

"11. Arbitration of Disputes

If any dispute arises between parties hereto during the subsistence or their after, in connection with validity, interpretation, implementation or alleged material breach of any of the provisions of this Agreement or regarding any question, including the questions as to whether the termination of Agreement by any of the parties hereto has been legitimate, the parties hereto shall endeavour to settle such disputes amicably. In case of failure of the parties to settle such disputes within 15

days, the dispute shall be settled by Arbitration. The Arbitration shall be conducted by a sole arbitrator appointed by the client. The arbitration proceedings shall be conducted at Delhi and the same shall be governed by the provisions of the Indian Arbitration and Conciliation Act, 1996, or any statutory modification as may be in force. Decision or arbitrator(s) shall be final and binding.”

3. The petitioner and respondent no.1 had entered into the Agreement and, thus, the existence of the arbitration agreement between them is not in dispute. It is also not disputed that the petitioner had duly invoked the arbitration clause by a notice dated 14.12.2017.
4. The learned counsel appearing for the respondents state that since the Agreement was entered into only between the petitioner and respondent no.1, respondent no.2 cannot be made a party to the arbitration. The aforesaid contention is merited.
5. In view of the above, this Court considers it apposite to appoint a sole arbitrator to adjudicate the disputes between the petitioner and respondent no.1.
6. Accordingly, Mr Anil Dev Singh, former Chief Justice of Rajasthan High Court (Mobile No. 9810060203) is appointed as a sole arbitrator to adjudicate the disputes falling within the scope of the arbitration clause as set out above. The said appointment 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. The arbitrator shall fix the fees in consultation with the learned counsel for the parties and having regard to Schedule IV of the Act.
7. Subject to the above, the learned counsel appearing for the parties request that the arbitration be conducted under the aegis of Delhi

International Arbitration Centre (DIAC) and in accordance with its Rules. It is so directed. The parties shall appear before the Co-ordinator, DIAC on 28.05.2018 at 11:00 AM for further proceedings.

8. The petition is disposed of.

VIBHU BAKHRU, J

MAY 15, 2018
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