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IN THE HIGH COURT OF DELHI AT NEW DELHI

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ARB.P. 142/2018

KEI INDUSTRIES LIMITED

..... Petitioner

Through Mr.Ajay Kohli, Adv.

versus

KEE PROJECTS LIMITED

..... Respondent

Through Mr.Umesh Mishra, Adv.

CORAM:

HON'BLE MR. JUSTICE NAVIN CHAWLA

ORDER

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05.04.2018

1. This petition under Section 11 of the Arbitration and Conciliation Act, 1996 (hereinafter referred to as the 'Act') has been filed by the petitioner seeking appointment of a Sole Arbitrator for adjudicating the disputes that have arisen between the parties in relation to the Purchase Order No.SCS/VSM/KKS/2K13/P-556/P0-349 dt.08.03.2013 as amended vide amendment dated 23.04.2013. The said Purchase Order contains an Arbitration Agreement between the parties in form of Clause 15 thereof, which is reproduced herein below:

"15. Arbitration

In all cases of disputes the decision of this company shall be final. Failing this the matter will be referred to the arbitration in accordance with the Indian Arbitration Act and amendments thereof."

2. The petitioner invoked the Arbitration Agreement between the parties by its notice dated 13.11.2017. Having received no response, it had earlier filed an Arbitration Petition No.92/2018 seeking appointment of an Arbitrator in relation to the above mentioned Purchase Order and also another Purchase Order. The said petition was withdrawn in view of the judgment of the Supreme Court in *Duro Felguera, S.A. vs. Gangavaram Port Limited* (2017) 9 SCC 729. The present petition was thereafter filed by the petitioner.

3. Learned counsel for the respondent submits that the respondent has no objection to the appointment of a Sole Arbitrator. In fact, the respondent also had sent a reply to the notice invoking the Arbitration Agreement agreeing to the appointment of an Arbitrator as the respondent also has certain counter claims against the petitioner in relation to the above mentioned Purchase Order.

4. Learned counsels for the parties submit that the parties may be referred to the Delhi International Arbitration Centre (DIAC) for appointment of an Arbitrator and for adjudicating the disputes that have arisen between the parties.

5. Accordingly, as the Arbitration Agreement between the parties is not disputed and there is also no dispute with respect to the invocation thereof, the parties are referred to DIAC where they shall appear on 25th April, 2018 at 2.00 p.m. DIAC shall appoint a Sole Arbitrator for adjudicating the disputes in relation to the above mentioned Purchase Order. As the disputes between the parties have also arisen in relation to another Purchase Order and the disputes, as submitted by the parties would be almost identical, DIAC is requested to appoint the same Arbitrator in relation to both the

petitions. The arbitration and the fee shall be governed by the DIAC rules.

6. The petition is allowed in the above terms with no order as to cost.

Dasti.

NAVIN CHAWLA, J

APRIL 05, 2018/Arya