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

+ **ARB.P. 156/2018**

HELP ON WHEELS PVT. LTD.

..... Petitioner

Through: Mr Navit Bansal, Mr Vikas Dudeja
and Ms Puja Jain, Advocates.

versus

GIRNAR SOFTWARE PVT.LTD.

..... Respondent

Through: Mr Inder Raj Gill and Mr Anant
Malik, Advocate.

CORAM:

HON'BLE MR. JUSTICE VIBHU BAKHRU

ORDER

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03.04.2018

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 parties in respect of the Asset Purchase Agreement dated 31.03.2016 (hereafter 'the Agreement'). The Agreement includes an arbitration clause, which reads as under:-

"12.2. Arbitration

12.2.1 If any dispute, controversy or claim of whatever nature arises under, out of or in connection with this Agreement or any other document as contemplated herein, including any question regarding its existence, validity or termination arising out of or in connection with this Agreement (a "Dispute"), the Parties shall use all reasonable endeavours to resolve the matter amicably. If one Party gives the others notice that a Dispute has arisen

and the Parties are unable to resolve the Dispute within 30 (thirty) days of service of the notice then the Dispute shall be referred to a nominated senior executive of the Parties who shall attempt to resolve the Dispute. No Party shall resort to arbitration against any other Party under this Agreement until 30 (Thirty) days after such referral.

12.2.2 All Disputes which are unresolved pursuant to Clause 12.2.1 and which a Party wishes to have resolved, shall be referred upon the application of any Party to, and finally settled under, the procedural law/rules prescribed by the Arbitration and Conciliation Act, 1996, which law/rules are deemed to be incorporated by reference to this Clause 12.

12.2.3 The number of arbitrators shall be 1 (one), who shall be appointed in accordance with the Arbitration and Conciliation Act, 1996.

12.2.4 The seat and venue of the arbitration shall be Delhi, India or such other place as may be mutually agreed by the parties to the Dispute.

12.2.5 The language of the arbitration shall be English and any document not in English submitted by any Party shall be accompanied by an English translation. A written transcript of the Proceedings shall be made and furnished to the Parties.

12.2.6 The provisions of this Clause 12 shall survive any termination of this Agreement.”

2. The learned counsel appearing for the respondent does not dispute the existence of the arbitration agreement. The learned counsel appearing for the parties request that the arbitration be conducted under the aegis of Delhi International Arbitration Centre (DIAC).

3. With the consent of the parties, it is directed that an arbitrator be

appointed by DIAC to adjudicate the disputes that have arisen between the parties. The arbitration shall be conducted under the aegis of DIAC and in accordance with its Rules.

4. The parties are directed to appear before the Coordinator, DIAC on 17.04.2018 at 11:00 AM.

5. The petition is disposed of in the above terms.

APRIL 03, 2018
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VIBHU BAKHRU, J