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

+ **ARB.P. 178/2018**

M/S CHECKMATE SERVICES PRIVATE LIMITED

..... Petitioner

Through: Mr.Manish Shekkeri, Ms.Mrinal
Bharti & Mr.Kunal Kishore, Advs.

versus

M/S QUIPPPO OIL AND GAS INFRASTRUCTURE LIMITED.,

..... Respondent

Through: Mr.Abhimanyu Bhandari, Ms.Kartika
Sharma & Mr.Cheitanya Madan,
Advs.

CORAM:

HON'BLE MR. JUSTICE NAVIN CHAWLA

ORDER

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09.04.2018

This petition under Section 11 of the Arbitration and Conciliation Act, 1996 has been filed by the petitioner seeking appointment of an Arbitrator to adjudicate the disputes that have arisen between the parties in relation to the Work Order dated 15.10.2013, awarding the work of provision of Security Services for the respondent's Drilling Yard at Barmer, Rajasthan. The said agreement contains an arbitration agreement between the parties, which is reproduced herein under:-

"Governing Law, Jurisdiction & Arbitration:

All and any dispute arising out of or in connection with this contract, including any question regarding its existence, validity or termination shall be referred to and finally resolved by arbitration in New Delhi in accordance with the Arbitration Rules of the Construction Industry Arbitration Council (CIAC Arbitration Rules) for the time being in force at the commencement of the arbitration, which rules are deemed to be incorporated by reference in this clause. The owner shall be

entitled to select the Sole Arbitrator out of the panel of CIAC. This agreement is governed by the laws of India and the parties hereto agree that only the court and tribunal at New Delhi shall have the exclusive jurisdiction in case the dispute arises out of the terms of the Agreement or its interpretation. The language of the arbitration shall be English.”

The disputes having arisen between the parties, the petitioner invoked the arbitration agreement by way of its legal notice dated 29.01.2016. Having received no response thereto, the present petition was filed by the petitioner.

The counsel for the respondent enters appearance. She is directed to file her vakalatnama within a period of one week from today.

The counsel for the respondent submits that the respondent has no objection if the disputes are referred to be adjudicated through arbitration under the aegis of Delhi International Arbitration Center (hereinafter referred to as the ‘DIAC’) and instead of applying the rules of the Construction Industry of Arbitration Council (CIAC Arbitration Rules), the arbitration is conducted under the rules of DIAC. The counsel for the petitioner is agreeable to the above suggestion.

As the arbitration agreement between the parties and the invocation thereof is not denied by the respondent, the parties are referred to the DIAC where they shall appear on 25th April, 2018 at 2:00 p.m. DIAC shall appoint a Sole Arbitrator for adjudicating the disputes that have arisen between the parties.

The learned counsels for the parties submit that in relation to other Work Order(s), this Court vide its order dated 19.03.2018 passed in ARB.P. 222/2018 has also directed the DIAC to appoint an Arbitrator. They request

that the same Arbitrator may be appointed in the present case as well as the disputes involved would be overlapping in nature. I find this request to be reasonable. DIAC while appointing the Arbitrator, shall appoint the same Arbitrator for adjudicating the disputes in relation to the Work Order in question. Merely because the same Arbitrator will be deciding the disputes between the parties in more than one case, it will not be a bar to his eligibility.

The arbitration and the fee shall be governed by the DIAC rules. The parties shall be at liberty to present their claim and counter claim in such arbitration proceedings.

The petition is allowed in the above terms, with no order as to costs.

Dasti.

NAVIN CHAWLA, J

APRIL 09, 2018/rv