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

+ **ARB.P. 222/2018**

**M/S CHECKMATE SERVICES PRIVATE
LIMITED.**

..... Petitioner

Through: Mr Manish Shekhari, Mr Shadman
Ali and Mrinal Bharti, Advocates.

versus

**M/S QUIPPPO OIL AND GAS INFRASTRUCTURE
LIMITED**

..... Respondent

Through: Mr Abhimanyu Bhandari, Ms Kartika
Sharma and Mr Cheitanya Madan,
Advocates.

CORAM:

HON'BLE MR. JUSTICE VIBHU BAKHRU

ORDER

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19.03.2018

IA No.3742/2018

1. Allowed, subject to all just exceptions.

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2. 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 relation to the work orders dated 09.01.2015 and 26.05.2015. The said work orders contain an arbitration clause, which is set out below:-

“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 courts and tribunals 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.”

3. The learned counsel appearing for the respondent does not dispute the arbitration clause. The learned counsel appearing for the parties further state that the parties are agreeable, if an arbitrator is appointed by Delhi International Arbitration Centre (DIAC) and the arbitration be conducted under its Rules instead of Arbitration Rules of the Construction Industry Arbitration Council.
4. With the consent of the learned counsel appearing for the parties, it is directed that an arbitrator be appointed by the Delhi International Arbitration Centre (DIAC). The arbitration shall be conducted under the aegis of DIAC in accordance with its Rules.
5. The parties shall appear before the Coordinator, DIAC on 02.04.2018 at 11:00 AM for further proceedings.
6. The petition is disposed of in the above terms.

VIBHU BAKHRU, J

MARCH 19, 2018/MK/RK