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

+ ARB.P. 270/2018

BERGGRUEN CAR RENTALS PVT. LTD. Petitioner

Through: Mr Rakesh Kumar and Mr
Purushottam, Advocates.

versus

TATA HOUSING DEVELOPMENT COMPANY
LTD. Respondent

Through: Mr Nishant Menon, Mr Abhishek
Bistway, Mr Abhishek Verma and Mr
Shafiq Ahmed, Advocates.

CORAM:

HON'BLE MR. JUSTICE VIBHU BAKHRU

ORDER

% **17.05.2018**

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 parties in relation to the Service Agreement dated 16.11.2011. The said agreement includes an arbitration clause, which reads as under:-

“1.11 Governing Laws. In case of dispute, the matter will be referred to the arbitrator to be appointed by mutual consent. Further the courts at Mumbai shall have the jurisdiction in respect of the agreement.”

2. The learned counsel for the respondent does not dispute the existence of the arbitration clause. He, however, submits that the value of the disputes

between the parties is very low and it would be apposite if the parties can settle the disputes amicably. The learned counsel for the petitioner concurs with the aforesaid suggestion

3. In view of the above, the authorized representatives of the parties are directed to appear before the Delhi High Court Mediation and Conciliation Centre (DHCMCC) on 24.05.2018 at 3:30 PM for attempting to resolve the disputes amicably.

4. The petition is disposed of in view of the consensus between the parties. It is clarified that this would not preclude the petitioner from invoking the arbitration clause and approaching the appropriate court if the disputes are not settled within a period of six weeks from today.

VIBHU BAKHRU, J

MAY 17, 2018
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