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

+ **ARB.P. 325/2018**

ERNST AND YOUNG LLP

..... Petitioner

Through: Mr A. K. Thakur, Mr Rishi Raj and
Ms Kavita Singh, Advocates.

versus

ZENICA CARS INDIA PVT. LTD.

..... Respondent

Through: Mr Ankit Virmani and Ms R. Singh,
Advocates.

CORAM:

HON'BLE MR. JUSTICE VIBHU BAKHRU

ORDER

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04.05.2018

IA No.5797/2018

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 independent and impartial arbitrator may be appointed to adjudicate the disputes that are stated to have arisen between the parties in relation to the agreement dated 27.06.2016 (hereafter 'the Agreement').

3. The General Terms and Conditions as applicable to the Agreement includes an arbitration clause, which reads as under:-

“40. Any dispute or difference whatsoever arising between the parties out of or relating to the construction, meaning, scope, operation or effect of this contract/agreement or the validity or the breach thereof shall, be settled by way of an arbitration under the provisions of the Arbitration & Conciliation Act, 1996 including its amendments thereof.

The arbitration proceedings shall be adjudicated by a sole arbitrator appointed by mutual consent of both the parties within 30 days from the date of first written intimation of the intent to resolve the dispute by arbitration. If the parties fail to appoint the sole arbitrator by mutual consent, as above, the same shall be appointed as per the provision of the Arbitration and Conciliation Act, 1996, including its amendments thereof. The Seat of arbitration shall be New Delhi and the language of arbitration shall be English. The decision of the arbitrator shall be final and binding upon the Parties. Both the parties shall bear the cost of the arbitration in equal proportion unless otherwise decided by the sole arbitrator.

The parties agree that the existence and content of the arbitration and the terms of the order or award made in the arbitration shall, except as may be required by law, be kept confidential.”

4. The learned counsel appearing for the respondent does not dispute the existence of the arbitration clause. Further, the learned counsel appearing for the parties also requests that an arbitrator be directed to be appointed by the Delhi International Arbitration Centre (DIAC).
5. In view of the above, it is directed that a sole arbitrator be appointed by the DIAC to adjudicate all disputes between the parties falling within the scope of the arbitration clause as quoted above. The arbitration be conducted under the aegis of DIAC and in accordance with its Rules.
6. The parties shall appear before the Coordinator, DIAC on 24.05.2018 at 11:00 AM for further proceedings.
7. The petition is disposed of.

VIBHU BAKHRU, J

MAY 04, 2018/MK