

\$~1

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

+ **ARB.P. 340/2018**

VIRAJ VADEHRA,

..... Petitioner

Through: Mr.Bhuvanesh Sehgal & Mr.Anubhav
Bhasin, Advs.

versus

SQUARE DOTCOM PVT. LTD.

..... Respondent

Through: None.

CORAM:

HON'BLE MR. JUSTICE NAVIN CHAWLA

ORDER

% **03.08.2018**

This petition has been filed by the petitioner under Section 11 of the Arbitration and Conciliation Act, 1996 (hereinafter referred to as the 'Act') seeking appointment of a Presiding Arbitrator for adjudicating the disputes that have arisen between the parties in relation to the Leave and License Agreement dated 10.06.2016 executed between the parties. The said Leave and License Agreement contains an Arbitration Agreement in form of Clause 30 thereof which is reproduced hereinunder:

“In the event of any dispute or difference arising between the Licensor and the Licensee hereto concerning or relating to these presents or the interpretation or effect of any provisions thereof or relating to the liability or obligation on the part of any of the parties hereto, the same shall be referred to Arbitration of two Arbitrators, one each to be appointed by each party and they in turn shall appoint presiding Arbitrator. In case of failure of any party to abide by provisions hereof, the other party shall be entitled to approach the Courts at New Delhi for appropriate relief. The award passed by the Tribunal so constituted or Arbitrator/s as may be appointed by High Court at New Delhi, shall be binding on both the parties. The Arbitration shall be held in New Delhi and shall be in accordance

with and subject to the provision of the Indian Arbitration Conciliation Act, 1996, or any statutory modifications or re-enactment thereof for the time being in force and language shall be English.”

The disputes having arisen between the parties the petitioner vide its notice dated 28.12.2017 invoked the Arbitration Agreement and nominated its Arbitrator.

The respondent vide its reply dated 30.01.2018, while not disputing the existence of the Arbitration Agreement, nominated its own Arbitrator. As the nominated Arbitrator of the petitioner expressed his inability to go on an Arbitrator, the petitioner vide its e-mail dated 28.02.2018 nominated a substitute Arbitrator. The two Arbitrators held meeting to appoint the Presiding Arbitrator, however, could not arrive at a consensus on the name of the Presiding Arbitrator as is reflected in the e-mail dated 23.03.2018 addressed by one of the Arbitrators. The petitioner has therefore filed the present petition seeking appointment of a Presiding Arbitrator.

Upon notice being issued on the respondent, the respondent entered appearance through the counsel on 31.05.2018 and prayed for time to file the reply. Neither the reply has been filed nor the counsel has appeared today in spite of a pass over being granted.

As the Arbitration Agreement has not been denied by the respondent and in fact, the respondent has acted thereon by nominating its own Arbitrator, I see no impediment in appointing a Presiding Arbitrator for constitution of the Arbitral Tribunal for adjudicating the disputes that have arisen between the parties in relation to the above Leave and License Agreement. I accordingly appoint Mr.Jasmeet Singh, Advocate (R/o M-62, Greater Kailash-I, New Delhi-110048, Mobile:9810064790) as a Presiding

Arbitrator. The Presiding Arbitrator shall give his disclosure under Section 12 of the Act before proceeding with the reference.

The petition is allowed in the above terms and with no order as to cost.

Dasti.

NAVIN CHAWLA, J

AUGUST 03, 2018/rv