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

+ **ARB.P. 335/2018**

SHOPLERS E-TRADE PRIVATE LIMITED Petitioner
Through: Mr Shubhankar Sen, Advocate.

versus

BBI FITNESS SERVICES PRIVATE LIMITED Respondent
Through

CORAM:

HON'BLE MR. JUSTICE VIBHU BAKHRU

ORDER

% **04.05.2018**

IA No. 6121/2018

1. Exemptions are allowed, subject to all just exceptions.
2. The application is disposed of.

ARB.P. 335/2018 and IA No. 6120/2018

3. The petitioner has filed the present petition under Section 11 of the Arbitration and Conciliation Act, 1996 (hereafter 'the Act'), *inter alia*, praying as under:-

- “(a) Pass an order appointing a sole arbitrator or refer the matter any institution such as the Delhi High Arbitration Centre (DIAC) or the Nani Palkiwala Arbitration Centre to adjudicate upon disputes between the petitioner and the respondent;
- (b) Pass an order quashing the appointment of Mr Amit Saxena, Advocate as learned arbitrator by the respondent;
- (c) award costs of the present petition to the Petitioner Company.”

4. The disputes between the parties relate to an agreement dated 18.07.2016 (hereafter 'the Agreement'). The Agreement includes an arbitration clause, which is set out below:-

“Arbitration: Any and all disputes ("Disputes") arising out of or in relation to or in connection with this Agreement between the Parties or relating to the performance or non-performance of the rights and obligations set forth herein or the breach, termination, invalidity or interpretation thereof shall be referred for arbitration in New Delhi, India in accordance with the terms of Indian Arbitration and Conciliation Act, 1996 or any amendments thereof. The language used in the arbitral proceedings shall be English. Arbitration shall be conducted by a sole arbitrator, who shall be appointed by the Franchisor only. The arbitral award shall be in writing and shall be final and binding on each party and shall be enforceable in any court of competent jurisdiction.”

5. The petitioner had invoked the arbitration clause by a letter dated 02.04.2018 and had suggested that the disputes be referred to Delhi High Court Arbitration Centre.

6. In response to the aforesaid notice, the respondent has pointed out that the arbitrator was to be appointed by the respondent and it had appointed Mr Amit Saxena, Advocate as an Arbitrator. It is seen that in terms of the arbitration clause, the arbitrator was to be appointed by the 'Franchisor' only. The Arbitrator having been appointed in terms of the clause, no further orders are required to be passed in this petition.

7. The petition is, accordingly, dismissed. The application also stands disposed of.

VIBHU BAKHRU, J

MAY 04, 2018/RK