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

+ **CS(COMM) 504/2016**

METALLIC ALLOYS Plaintiff

Through Mr.Vivek Aggarwal with Mr.Tanuj
Mahajan, Advocates.

versus

RATHI STEEL AND POWER LTD & ANR Defendants

Through Mr.Subhash Chawla, Advocate.

CORAM:

HON'BLE MR. JUSTICE MANMOHAN

ORDER

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12.01.2018

I.A.No.6259/2017

Present application has been filed on behalf of the defendants under Section 8 of the Arbitration and Conciliation Act, 1996.

Learned counsel for the defendants states that accompanying the purchase order there are terms and conditions which contain an arbitration clause. The relevant portion of the terms and conditions is reproduced hereinbelow:-

*“**Arbitration:** All disputes, difference question whatsoever which shall arise between the parties hereto at any time touching this contract or contraction or application thereof or any clause or thing herein contained of the rights, duties and liabilities of either party otherwise in connection therewith shall be referred to the arbitration of our General Manager (Commercial). The decision in such arbitration shall be final and binding on both the parties. All such arbitration proceeding shall be held in Delhi and shall be in accordance with and subject to the provisions of the Indian Arbitration*

Act, 1940 or any statutory modification or enactment thereof for the time being in force.”

Learned counsel for the defendants further states that the arbitration clause has been invoked by the defendants. He also states that the plaintiff is not only participating in the arbitration but has also filed a counter-claim claiming recovery of the same amount that has been prayed for in the present plaint.

No reply to the present application has been filed. Learned counsel for the plaintiff has no objection if the present application is allowed and the parties are referred to the arbitration. He, however, prays for refund of the court fee. Learned counsel for the defendants has no objection to the same.

Consequently, the present application is allowed and the parties are referred to the arbitration.

Registry is directed to issue to the plaintiff a certificate authorizing it to receive back from the Collector the full amount of the Court fee paid by it in the present suit.

MANMOHAN, J

JANUARY 12, 2018
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