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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**
+ **ARB.P. 411/2018**
SARVESH SECURITY SERVICES PVT LTD Petitioner
Through: **Ms.Sneha Singh, Adv.**

versus

SCHOOL OF PLANNING AND ARCHITECTURE
..... Respondent
Through: **Ms.Deepa Rai, Adv.**

CORAM:
HON'BLE MR. JUSTICE NAVIN CHAWLA

ORDER

% **29.05.2018**

IA No. 7562/2018 (Exemption)

Allowed, subject to all just exceptions.

ARB.P. 411/2018

Issue notice. Notice is accepted by Ms.Deepa Rai, Advocate on behalf of the respondent who waives her right to file reply to the petition.

This petition has been filed under Section 11 of the Arbitration and Conciliation Act, 1996 seeking appointment of an Arbitrator to adjudicate the disputes that have arisen between the parties in relation to the letter dated 14.03.2014 issued by the respondent awarding the work for Security Services in the School of Planning and Architecture, 4 & 6, Block-B, I.P. Estate, New Delhi-2, Maharani Bagh Residential-cum-Hostel Complex, Taimoor Nagar, New Delhi-65 and School Site Vasant Kunj, Near JNU (West) for one year w.e.f. 31-03-2014 to 30-03-2015 in favour of the petitioner. The said letter contains an Arbitration Agreement in form of Clause 4, which is reproduced herein below:-

“4. ARBITRATION CLAUSE

All disputes and claims shall be settled by arbitration, in accordance with the provisions of the arbitration law in force or any statutory requirements thereof and shall be referred to the Sole Arbitrator to be appointed by the School. The Security Agency shall not be entitled to raise any kind of objection whatsoever, in the event of the School deciding to appoint any officer or employee of the School as the Sole Arbitrator. The award given by the Arbitrator shall be final and binding on both the parties i.e. ‘School’ and the ‘Contractor’.”

Disputes having arisen between the parties, the petitioner invoked the Arbitration Agreement by its notice dated 30.01.2018. Having received no response, the petitioner sent a reminder notice dated 25.03.2018. As no response was received even to this reminder, the present petition was filed.

The learned counsel for the respondent who appears on advance notice, does not deny the existence of the Arbitration Agreement or invocation thereof.

At the request of the parties and as the Arbitration Agreement and invocation thereof is not denied, the parties are referred to the Delhi International Arbitration Centre (DIAC), who shall appoint a Sole Arbitrator for adjudicating the disputes that have arisen between the parties in relation to the above mentioned letter of Award of Work. The arbitration and the fee shall be governed by the DIAC Rules. The parties shall appear before DIAC on 6th July, 2018 at 2:00 p.m.

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

Dasti.

NAVIN CHAWLA, J

MAY 29, 2018/rv