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IN THE HIGH COURT OF DELHI AT NEW DELHI

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ARB.P. 476/2018

M/S RAJ CHAWLA & CO, STOCK AND SHARE BROKERS

..... Petitioner

Through: Mr.Mohit Chaudary & Mr.Kawal
Sachdeva, Advs.

versus

M/S NINE MEDIA & INFORMATION SERVICES LTD. & ANR.

..... Respondents

Through: Mr.Rajshekhar Rao & Mr.Anandh
Venkataramani, Advs.

CORAM:

HON'BLE MR. JUSTICE NAVIN CHAWLA

ORDER

% **03.08.2018**

This petition under Section 11 of the Arbitration and Conciliation Act, 1996 (hereinafter referred to as the 'Act') has been filed by the petitioner seeking appointment of an Arbitrator for adjudicating the disputes that have arisen between the parties in relation to the Memorandum of Understanding (MoU) dated 24.08.2016. The said MoU contains an Arbitration Agreement in form of Clause 14 thereof which is reproduced hereinafter:-

“14. ARBITRATION

Any controversy or claim arising out of or relation to this Memorandum of Understanding or any breach thereof shall be settled by arbitration in accordance with the Arbitration and Conciliation Act, 1996 and the seat of Arbitration shall be at the place of signing of present agreement. Parties agree that the reference to disputes and differences between the parties would be made to the

Sole Arbitrator, to be appointed mutually by the parties.”

Disputes having arisen between the parties, the petitioner vide its notice dated 04.03.2018 invoked the Arbitration Agreement proposing the name of an Arbitrator. Having received no response from the respondents, the present petition was filed.

The learned counsel for the respondents submits that though the existence of the Arbitration Agreement and the receipt of notice dated 04.03.2018 are not denied, there are no disputes to be adjudicated as the respondents do not deny their liability under the MoU, infact, the same has not become due and payable as on today.

Be that as it may, as the existence of the Arbitration Agreement and due invocation thereof had not been denied by the respondents, I see no impediment in appointing a Sole Arbitrator for adjudicating the disputes that have arisen between the parties in relation to the above mentioned MoU. I accordingly appoint Ms.Madhurima Panwar Mridul, Advocate (R/o 18, Tughlak Crescent, New Delhi-110011, Mobile: 9810175151) as a Sole Arbitrator. She will give her disclosure under Section 12 of the Act before entering reference. However, taking note of the submission made by the respondents, the reference shall take effect only after 01.09.2018. Incase the parties are able to amicably resolve their disputes, they shall request the Arbitrator not to enter upon the reference.

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

NAVIN CHAWLA, J

AUGUST 03, 2018/rv