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

+ **ARB.P. 603/2018**

JPA SOLUTIONS PVT. LTD.

..... Petitioner

Through: Mr. Amitesh Kumar with Mr. Neelesh
Sinha, Advs.

versus

INDIABULLS HOUSING FINANCE LTD.

..... Respondent

Through: Mr. Dayan Krishnan, Sr. Adv. with
Ms. Preetika Dwivedi, Adv.

CORAM:

HON'BLE MR. JUSTICE RAJIV SHAKDHER

ORDER

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17.08.2018

I.A. No.10951/2018

1. Allowed, subject to just exceptions.

ARB. P. No.603/2018

2. Issue notice.

3. Ms. Preetika Dwivedi accepts notice for the respondent.

4. The prayer made in the petition is that the captioned matter be referred to the Delhi International Arbitration Centre (in short 'DIAC') to resolve and decide the disputes between the parties.

5. Mr. Dayan Krishnan, learned Senior Counsel, who, appears for the respondent, points out that by a communication dated 21.6.2018, the petitioner had triggered the arbitration agreement obtaining between the parties. For this purpose, my attention is drawn to Annexure p-1, which in fact is the notice dated 21.6.2018, issued by the petitioner to the respondent.

5.1 Mr. Krishnan further points out that pursuant to the aforementioned notice, the respondent appointed an Arbitrator in the matter.

5.2 For this purpose, my attention has been drawn to the communication dated 11.7.2018, which has been addressed by the respondent to the advocate of the petitioner. This communication is appended at Pg. No.11 of the documents annexed to the petition.

6. The Clause pertaining to the arbitration, which stands incorporated in the agreement obtaining between the parties reads as follows:

“21. ARBITRATION

India and in the event that any dispute or difference should arise on any matter relating to or arising out of the present agreement the same shall be referred to the Sole Arbitration of an arbitrator to be appointed by IFSL whose decision shall be final and binding upon the parties.

The sole Arbitrator shall conduct the arbitration proceedings at New Delhi/Delhi. It is also mutually agreed between the parties that IFSL would be entitled to invoke the present arbitration agreement even after IFSL would have recalled the Loan/terminated the contract for any reason whatsoever. It is also agreed between the parties that arbitration proceeding would be conducted in English only and in no other language.”

7. A perusal of the said Clause 21 of the agreement would show that the respondent (earlier known as IFSL) had the right to appoint an arbitrator.

8. Therefore, since the arbitrator has already been appointed, this petition would not lie.

9. The captioned petition is, accordingly, dismissed.

RAJIV SHAKDHER, J

AUGUST 17, 2018/pmc

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