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

+ **ARB.P. 511/2017**

NORMET INDIA PRIVATE LTD

..... Petitioner

Through: Mr Krish Srivastava and Mr Vikram
Gulliya, Advocates.

versus

SENBO ENGINEERING LTD

..... Respondent

Through: Mr Rajesh Sharma and Mr Ashok
Anand, Advocates alongwith Mr
Pankaj, AR of the respondent.

CORAM:

HON'BLE MR. JUSTICE VIBHU BAKHRU

ORDER

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09.03.2018

1. The petitioner has filed the present petition under Section 11 of the Arbitration and Conciliation Act, 1996 (hereafter 'the Act'), *inter alia*, praying that an Arbitrator be appointed to adjudicate the disputes that have arisen between the parties in relation to an agreement dated 01.06.2016 (hereafter 'the Agreement'). The Agreement includes an arbitration clause, which is set out below:-

"15. ARBITRATION CLAUSE

In case any dispute arises between the parties out of or in connection with the agreement, the same shall be referred to the sole arbitration of an arbitrator, who may be appointed by the parties by mutual agreement. The proceedings held by the arbitrator in making the award will be in accordance with the provisions of Indian Arbitrator and Conciliation Act, 1996 or any statutory

modification thereof.

Nothing in this clause shall be construed as prohibiting a party or its affiliate from applying to a Court for interim injunctive relief.

No Court other than the courts in Delhi, subject to its superintendence, jurisdiction and control shall try and determine litigation, if any, arising out of this agreement.”

2. In view of the disputes that are stated to have been arisen between the parties, the petitioner invoked the arbitration clause by a letter dated 09.05.2017.
3. The learned counsel appearing for the respondent does not dispute the existence of the arbitration agreement (clause) or that the same had been invoked by the petitioner. He, however, states that the respondent intends to resolve the disputes amicably and, therefore, some time may be granted to the parties to amicably resolve their disputes.
4. In view of the above, this Court is of the view that an Arbitrator is required to be appointed to adjudicate the disputes between the parties. Accordingly, the parties are directed to appear before the Coordinator, Delhi International Arbitration Centre (DIAC) on 21.05.2018 at 11:00 AM. The arbitration shall be conducted under the aegis of DIAC and in accordance with its Rules.
5. Since, the learned counsel appearing for the respondent has expressed the respondent's intention to resolve the disputes amicably, it is directed that the parties shall appear before the Delhi High Court Mediation and Conciliation Centre (DHCMCC) on 19.03.2018 at 3:30 PM. The parties shall endeavour to resolve the disputes amicably on or before 20.05.2018.

In the event the parties are able to resolve the disputes, they will communicate the same to the Coordinator, DIAC and he will not take any further steps. If the parties are unable to resolve the disputes by 20.05.2018, the parties shall appear before the Coordinator, DIAC, as directed.

6. The petition is disposed of.

VIBHU BAKHRU, J

MARCH 09, 2018

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