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

+ **ARB.P. 581/2017**

DR. G WELLNESS PVT LTD. Petitioner

Through: Mr Kunal Madan, Advocate.

versus

GO JAVAS A UNIT OF QUICKDEL

LOGISTICS PVT. LTD

..... Respondent

Through: Mr Shiv Shankar, proxy for Mr
Murari Kumar, Advocate.

CORAM:

HON'BLE MR. JUSTICE VIBHU BAKHRU

ORDER

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21.05.2018

IA No.10515/2017

1. Allowed, subject to all just exceptions.

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2. 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 a Service Agreement dated 09.05.2014. The said agreement includes an arbitration clause, which is set out below:-

“15. DISPUTE RESOLUTION:

Any dispute or difference whatsoever arising between the parties out of or relating to the construction, meaning, scope, operation or effect of this Agreement or the validity or the breach thereof shall be settled by arbitration in accordance with Arbitration and Conciliation Act, 1996 and the award made in pursuance thereof shall be binding on the parties. The place of

arbitration shall be Delhi and the language to be used in the arbitral proceedings shall be English.”

3. In view of the disputes that had arisen between the parties, the petitioner had caused a legal notice dated 12.04.2017 to be sent to the respondent and its Directors but the petitioner did not receive any response to the said notice. Thereafter, the petitioner sent a notice dated 28.06.2017 invoking the arbitration clause. It is seen that the said notice was addressed to the respondent and its Directors; however, apart from the petitioner and respondent no.1, none of the Directors of respondent no.1 is a party to the Service Agreement.

4. The present petition was moved on 12.09.2017, and notice was directed to be issued to the respondent. The matter was again listed on 14.11.2017 as the notices issued had been returned un-served. Thereafter, the matter, once again, was listed on 13.02.2018. On that date, Mr Shiv Shankar, learned advocate had appeared for the respondent and sought time to file his *vakalatnama* and a reply. However, no reply has been filed as yet. Today, a request for an adjournment is made on behalf of the learned counsel for the respondent. This Court is not inclined to accept the aforesaid request, as sufficient time has been granted to the respondent to respond to the petition.

5. Since, there is no reason to doubt the existence of the arbitration agreement and that same had been duly invoked, it is necessary that an arbitrator be appointed to adjudicate the disputes that have arisen between the parties in relation to the Service Agreement.

6. Accordingly, Mr Sumit Chander, Advocate (Mob No. 9810024126) is

appointed as an arbitrator to adjudicate the disputes falling within the scope of the arbitration clause as set out above. This is subject to the arbitrator making the necessary disclosure under Section 12 of the Act and not being ineligible under Section 12(5) of the Act. The arbitrator shall fix the fees in consultation with the learned counsel for the parties and having regard to the Schedule IV of the Act.

7. The parties are at liberty to approach the arbitrator for further proceedings.

8. The petition is disposed of.

VIBHU BAKHRU, J

MAY 21, 2018
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