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

+ **ARB.P. 628/2017**

MOHAN ANAND & ANR.

..... Petitioners

Through: Mr Vibhor Garg, Ms Puja Agarwal,
and Ms Harneet Kaur, Advocates.

versus

ADITYA BHUTANI & ANR.

..... Respondents

Through: Mr Lalit Kumar and Mr Lal Bahadur
Sahu, Advocates.

CORAM:

HON'BLE MR. JUSTICE VIBHU BAKHRU

ORDER

% **21.02.2018**

1. The petitioners have filed the present petition under Section 11(5) of the Arbitration and Conciliation Act, 1996 (hereafter 'the Act'), *inter alia*, praying that an Arbitral Tribunal be constituted for adjudication of the disputes that have arisen between the parties in relation to the Collaboration Agreement dated 09.06.2014 (the Agreement). The Agreement which contains an arbitration clause, which is set out below:-

“That if any dispute arises between the parties regarding any matter concerning herewith, the same shall be mutually decided or be referred to arbitrator mutually appointed by both the parties. The provisions of Arbitration and Conciliation Act, 1996 shall apply to such proceedings. The place of arbitration shall be at New Delhi.”

2. In view of the disputes that had arisen between the parties, the petitioner invoked the arbitration clause by a letter dated 04.07.2017. However, it is stated that the petitioner did not receive any response to the

said letter.

3. The learned counsel appearing for the respondents states that the issue regarding dishonour of cheques between the same parties is pending before the District Courts at Saket. He further states that payments due to the petitioner have already been made and the petitioner was duly satisfied with the said payments.

4. It is not necessary for this Court to examine the controversy whether any payments were made by the respondent and whether the same were in satisfaction of the claims raised by the petitioner. Since, the execution of the Agreement which contains the arbitration clause is not disputed, an Arbitral Tribunal is required to be constituted to adjudicate the disputes that are stated to have arisen between the parties.

5. Accordingly, with the consent of the learned counsel appearing for the parties, it is directed that an arbitrator be appointed by the Delhi International Arbitration Centre (DIAC). 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 arbitration shall be conducted under the aegis of DIAC in accordance with its rules and regulations.

6. The parties shall appear before the Coordinator, DIAC on 14.03.2018 at 11:00 AM for further proceedings.

7. The petition is disposed of.

VIBHU BAKHRU, J

FEBRUARY 21, 2018/MK