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

+ ARB.P. 645/2017

PLATOON SECURITAS PVT.LTD.

..... Petitioner

Through: Mr K. Sunil with Mr Priyank Nath
Shukla, Advocates.

versus

BRINDCO SALES LIMITED

..... Respondent

Through: Mr Keshore Chandra, AR of the
respondent.

CORAM:

HON'BLE MR. JUSTICE VIBHU BAKHRU

ORDER

% **23.05.2018**

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 Agreement for Service dated 10.11.2014 (hereafter 'the Agreement') entered into between the parties. The Agreement includes an arbitration clause, which is set out below:-

"12. ARBITRATION:

In case of any dispute between First party and the Second party in respect of this contract, the matter may be referred for arbitration to a joint committee of three arbitrators, one of whom will be nominated by the First party, another by the Second party and the third to be nominated jointly by the two arbitrators nominated by both the parties. The arbitration proceedings will be as per the provision of the Indian Arbitration Act."

2. There is no dispute as to the existence of the arbitration clause or that it had been validly invoked on 24.04.2017. The petitioner had moved this Court on 13.10.2017 and, thereafter, on 22.11.2017, the parties were referred to the Delhi High Court Mediation and Conciliation Centre (DHCMCC). It is now reported that the efforts to resolve the disputes amicably have failed. In view of the above, an arbitral tribunal is required to be constituted. Mr Keshore Chandra appearing for the respondent states that the respondent has no objection if a sole arbitrator is appointed to adjudicate the disputes between the parties instead of an arbitral tribunal of three members.
3. With the consent of the parties, it is directed that a sole arbitrator be appointed by the Delhi International Arbitration Centre (DIAC) for adjudication of the disputes that have arisen between the parties in relation to the agreement dated 10.11.2014 falling within the scope of the arbitration clause as set out above. The arbitration shall be conducted under the aegis of DIAC and in accordance with its Rules.
4. The representative of the parties shall appear before the Coordinator, DIAC on 01.06.2018 at 11:00 AM for further proceedings.
5. The petition is disposed of in the above terms.

VIBHU BAKHRU, J

MAY 23, 2018
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