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IN THE HIGH COURT OF DELHI AT NEW DELHI

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ARB.P. 690/2017

CHHIKARA OIL CARRIER

..... Petitioner

Through : Mr Atul Singh, Advocate.

versus

INDIAN OIL CORPORATION LTD

..... Respondent

Through : Mr.M.M.Kalra, Advocate.

CORAM:

HON'BLE MR. JUSTICE YOGESH KHANNA

ORDER

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12.01.2018

The learned counsel for the petitioner refers to the arbitration clause No.16 in the agreement dated 11.01.2017 which notes as under:-

“16. All questions, disputes and differences arising under or in relation to this Agreement shall be referred to the sole arbitration of the Director (Marketing) of the Company. If such Director (Marketing) is unable or unshalling to act as the sole arbitrator, the matter shall be referred to the sole arbitration of some other officer of the Company by such Director (Marketing) in his place, who is shalling to act as such sole arbitrator. It is known to the parties herein that the Arbitrator appointed hereunder is an employee of the company and may be Shareholder of the Company. The arbitrator to whom the matter is originally referred, whether the Director (Marketing) or officer, as the case may be, on his being transferred

or vacating his office or being unable to for any reason, the Director (Marketing) shall designate any other person to act as arbitrator in accordance with the terms of the Agreement and such person shall be entitled to proceed with the reference from the stage at which it was left by his predecessor. It is also the term of this Agreement that no person other than the Director (Marketing) or the person designated by the Director (Marketing) as aforesaid shall act as arbitrator. The award of the Arbitrator shall be final, conclusive and binding on all the parties to the Agreement and provisions of the Arbitration Conciliation Act 1996 or any statutory modification or re-enactment thereof and the Rules made there under and for time being in force shall apply the arbitration proceedings under this clause. The venue of the arbitration shall be Delhi (Place).”

The learned counsel for petitioner argues clause No.16(supra) is hit by the decision of the Supreme Court in *TRF Limited vs Energo Engineering Projects Limited* (2017) 8 SCC 377.

The learned counsel for the respondent submits that respondent company made panel of arbitrators and any one of them can be appointed as an arbitrator in this matter, which is refuted by the learned counsel for petitioner.

In the circumstances while terminating the mandate of earlier nominated arbitrator, the parties are referred to DIAC for appointment of an arbitrator. The arbitration shall take place under the aegis of DIAC and the arbitration fees shall be in terms of the

DIAC Rules. Parties to appear before the Additional Coordinator,
DIAC on 18.01.2018 at 11.30AM.

In above terms, the petition stands disposed of.

YOGESH KHANNA, J

JANUARY 12, 2018

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