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

+ **ARB.P. 783/2017**

YFC CONCRETE PVT. LTD.

..... Petitioner

Through: Mr Achin Goel, Advocate.

versus

PUNJ LLOYD LIMITED

..... Respondent

Through: Mr Shambhu Sharan and Ms Divya
Krishnan, Advocates.

CORAM:

HON'BLE MR. JUSTICE VIBHU BAKHRU

ORDER

% **24.04.2018**

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 22.11.2011 (hereafter 'the Agreement').
2. The Agreement includes a Dispute Resolution Clause, which reads as under:-

“10. DISPUTE RESOLUTION

If dispute or difference arises, all out effort will be made by senior management of both the parties for amicable settlement followed, if necessary within thirty (30) days by professionally assisted mediation appointed by the CEO-Buildings & Infrastructure, PLL. Any mediator so designated must be acceptable to each party. The fees and expenses of the mediator will be shared equally by the

parties. Failing resolution through negotiation or mediation, dispute shall be submitted to arbitration under the Arbitration & Conciliation Act, 1996 (Arbitration Act) before a sole arbitrator to be appointed by the CEO-Buildings & Infrastructure, PLL. The place of arbitration will be New Delhi. The language of the arbitration shall be English. The arbitrator's decision shall be final and binding on both the Parties."

3. The petitioner invoked the arbitration clause in view of the disputes that are stated to have arisen between the parties.

4. The learned counsel appearing for the respondent does not dispute the existence of an arbitration agreement or that the arbitration clause was duly invoked. He, however, states that since no cause of action has arisen in the National Capital Territory of Delhi, this Court would not have any jurisdiction to entertain the present application.

5. The above contention is, plainly, unmerited. The arbitration clause clearly indicates that the place of arbitration would be New Delhi. In ***Indus Mobile Distribution Private Limited v. Datawind Innovations Private Limited and Ors.: (2017) 7 SCC 678***, the Supreme Court had authoritatively held that courts exercising jurisdiction over the seat of arbitration would have exclusive jurisdiction for regulating the arbitral proceedings arising out of the agreement between the parties. Since the parties have expressly agreed that the place of arbitration shall be New Delhi, this Court would have the jurisdiction to entertain the present petition.

6. In view of the above and with the consent of the parties, it is directed that an arbitrator be appointed by the Delhi International Arbitration Centre (DIAC) to adjudicate the disputes falling within the scope of the arbitration

clause. The arbitration shall be conducted under the aegis of DIAC and in accordance with its Rules. The parties shall appear before the Coordinator, DIAC on 15.05.2018 at 11:00 AM for further proceedings.

7. It is clarified that all contentions of the parties relating to the merits of the disputes are reserved.

8. The petition is disposed of.

VIBHU BAKHRU, J

APRIL 24, 2018
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