

\$~18

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

+ ARB.P. 805/2017

ISKPRO PVT LTD

..... Petitioner

Through: Mr.Suhail Malik, Adv.

versus

NITIN GANGWAR

..... Respondent

Through: Dr.Harsh Pathak & Mr.Mohit
Choubey, Adv.

CORAM:

HON'BLE MR. JUSTICE NAVIN CHAWLA

ORDER

% **13.03.2018**

This petition under Section 11 of the Arbitration and Conciliation Act, 1996 has been filed by the petitioner seeking appointment of an Arbitrator to adjudicate the disputes that have arisen between the parties in relation to and arising out of the agreement dated 25.05.2017 executed between the parties.

The said agreement contains an Arbitration Agreement between the parties in form of Clause 7 thereof. The Arbitration Agreement between the parties was invoked by the petitioner vide its notice dated 23.10.2017. Having received no response, the present petition was filed by the petitioner seeking appointment of a Sole Arbitrator.

Upon notice being issued by this Court on the petition, the respondent entered appearance and also filed its reply. In the reply it is *inter alia* contended that the Non-Compete and Non-Solicit Agreement dated 25.05.2017 though signed by the respondent, was never given effect to and it was for this reason that the original of this document was not handed over to the petitioner.

This Court vide its order dated 23.02.2018 directed the petitioner to produce the original of the agreement dated 25.05.2017. Today the counsel for the petitioner has produced the original agreement.

At this stage the counsel for the respondent submits that, without prejudice to the other submissions of the respondent with respect to the agreement in question including its enforceability, the respondent would have no objection if the parties are referred to Delhi International Arbitration Centre (hereinafter referred to as the 'DIAC') for adjudication of the disputes that have arisen between the parties. The said course is acceptable even to the petitioner.

As the original agreement dated 25.05.2017 has been produced by the petitioner and the invocation of the Arbitration Agreement contained therein is not denied by the respondent, the parties are directed to appear before the DIAC on 22nd March, 2018 at 3:00 p.m. DIAC shall appoint a Sole Arbitrator for adjudicating the disputes that have arisen between the parties in relation to the above agreement dated 25.05.2017. All contentions of the respondent, including contention that it is not bound by the terms of the said agreement, shall remain open before the Arbitrator so appointed. The arbitration and fee shall be governed by the DIAC rules.

The petition is allowed in the above terms, with no order as to costs.

Dasti.

NAVIN CHAWLA, J

MARCH 13, 2018/rv