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

+ **ARB.P. 815/2017**

HINSUI ENGINEERING PVT.LTD

..... Petitioner

Through: Mr Rajeev Chhetri, Mr Pawan
Upadhyay, Mr Rajesh Chhetri and Ms
Meenakshi Pawar, Advocates.

versus

PUNJ LLOYD LTD.

..... Respondent

Through: Ms Mrinal Bharti and Mr Manish
Shekhari, Advocates.

CORAM:

HON'BLE MR. JUSTICE VIBHU BAKHRU

ORDER

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22.02.2018

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 03.08.2012 (hereafter 'the Agreement'). The Agreement contains an arbitration clause, which reads as under:-

"22.7 ARBITRATION

22.7.1 All Disputes shall be finally settled under the Rules of The Arbitration and Conciliation Act, 1996 and its amendments, if any, by sole arbitrator appointed in accordance with the said Rules (which Rules are deemed incorporated herein).

22.7.2 The provisions of this Sub-Article 22.7 shall be binding on the Parties, notwithstanding that any other provision of this Subcontract may be held or declared

to be invalid, illegal or unenforceable. The provisions of this Sub-Article- 22.7 shall survive and bind the Parties, notwithstanding any expiration or termination of this Subcontract whether by way of the exercise of rights of termination, passage of time or otherwise.

22.7.3 Arbitration shall take place in Delhi according to aforesaid Rules and shall be conducted and recorded in English language.

22.7.4 Any award decree of the sole arbitration shall set forth the reasons for such award. The arbitration award shall be final and binding on the Parties.

22.7.5 All expenses of the arbitration including the single arbitrator's fees and expenses shall be equally shared by the Parties during the Arbitration proceedings and thereafter as determined by such Award."

2. In view of the disputes that have arisen between the parties, the petitioner served a notice dated 29.09.2017 calling upon the respondent to consent to the appointment of the arbitrator proposed by the petitioner. The respondent responded to the same by a letter dated 10.11.2017 (a copy of which has been handed across by the learned counsel), rejecting the name of the proposed arbitrator and suggesting the name of another person to be appointed as the sole arbitrator.

3. The arbitrator proposed by the respondent is not acceptable to the petitioner. The learned counsel for the parties state that in the circumstances, this Court may appoint an arbitrator.

4. Accordingly, with the consent of the learned counsel for the parties, it is directed that an arbitrator be appointed by the Delhi International Arbitration Centre (DIAC). The arbitration shall be conducted under the

aegis of DIAC in accordance with its rules and regulations.

5. The parties shall appear before the Coordinator, DIAC on 01.03.2018 at 11:00 AM for further proceedings.

6. The petition is disposed of with the aforesaid directions.

FEBRUARY 22, 2018
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VIBHU BAKHRU, J