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

+ **ARB.P. 216/2019**

**TLG INDIA PVT. LTD.**

..... Petitioner

Through: Ms.Radha Bansod, Adv.

versus

**NETAMBIT VALUE FIRST SERVICES PVT. LTD. .... Respondent**

Through: None

**CORAM:**

**HON'BLE MR. JUSTICE V. KAMESWAR RAO**

**ORDER**

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**27.08.2019**

**I.A. No. 5061/2019**

1. This is an application filed under Section 11(6) of the Arbitration and Conciliation Act, 1996, for appointment of an arbitrator.
2. It is the case of the petitioner and it is contended by the learned counsel for the petitioner that the respondent entered into a Media Service Agreement with M/s Resultrix Media Pvt. Ltd. by which M/s Resultrix Media Pvt. Ltd. was appointed as a media agent and consultant to provide media and publicity related services to the respondent.
3. As on March 31, 2014, an amount of Rs.1,40,39,932/- was due and outstanding against the respondent for the services rendered by M/s Resultrix Media Pvt. Ltd. M/s Resultrix Media Pvt. Ltd. was taken over by the petitioner in the course of business *vide* order dated July 3, 2015, of this Court in Company Scheme Petition No. 63/2015, wherein the Court approved the scheme of amalgamation of M/s Resultrix Media Pvt. Ltd. with the petitioner.

4. The petitioner had accordingly sent a demand notice to the respondent demanding its lawful dues which had accrued with interest at the rate of 18% per annum.
5. On September 12, 2017, the petitioner had invoked the Arbitration Agreement by serving invocation notice to the respondent and proposed the name of a sole arbitrator for deciding and adjudicating the dispute(s) between the parties. In response to the notice invoking Arbitration Agreement, the respondent had sent a reply wherein the respondent did not give its consent for the name of the arbitrator proposed by the petitioner.
6. When the matter was listed before the Court on May 28, 2019, Mr.Sandeep Kumar, Advocate, had appeared for the respondent and it was represented by him that Media Service Agreement annexed to the petitioner does not pertain to the respondent. The Court had directed Mr. Sandeep Kumar to produce original / copy of the Arbitration Agreement dated February 12, 2013. When the matter was listed on July 17, 2019, Mr.Sandeep Kumar had sought more time to produce the Agreement.
7. Today, there is no appearance on behalf of the respondent.
8. Learned counsel for the petitioner had relied upon a response dated June 30, 2015 of the respondent to the legal notice dated May 20, 2015 issued by the petitioner wherein the respondent has stated as under:

*“It is also pertinent to mention here that as per clause 19 of the Media Service Agreement dated 12<sup>th</sup> February, 2013, in case of any dispute, the same is to be settled amicably between the parties. However, in case of failure to settle such disputes amicably, the same shall be referred to arbitration as per the provisions of the Arbitration and Conciliation Act, 1996. Therefore, on the ground alone, the present notice is not tenable and ought to be withdrawn immediately.”*

9. From the above declaration, it is clear that the respondent had admitted the fact that in terms of the Clause 19 of the Media Service Agreement dated February 12, 2013, in case any dispute arises, the same has to be settled amicably between the parties. However in case of failure to settle such dispute amicably the same shall be referred to the arbitration as per the provisions of the Arbitration and Conciliation Act, 1996. It follows, that the respondent is not disputing about the existence of an arbitration clause in the agreement.

10. In view of the above, the present application is required to be allowed.

11. I deem it appropriate to appoint Justice Ms. Gorla Rohini, former Chief Justice of this Court, as a sole arbitrator who shall adjudicate the *inter se* dispute between the parties. Her appointment, including the fees, shall be regulated by the provisions of the Arbitration and Conciliation Act, 1996.

12. Let a copy of this order be sent to Ms. Justice Gorla Rohini, former Chief Justice of this Court at her Address i.e. Flat No.1001, Tower 12, Supreme Towers, Sector-99, Noida-201304 (Mobile No. 8527027027).

**V. KAMESWAR RAO, J**

**AUGUST 27, 2019/bh**