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

+ **ARB.P. 392/2019**

HT MEDIA LIMITED

..... Petitioner

Through: Ms. Smarika Singh and Mr. Shivang
Singh, Advocates.

versus

ARG OUTLIER MEDIA ASIANET NEWS PVT. LIMITED

..... Respondent

Through: Mr. Mrinal Ojha and Ms. Srijata
Majumdar, Advocates.

CORAM:

HON'BLE MR. JUSTICE SANJEEV NARULA

ORDER

% **31.05.2019**

I.A. 8332/2019 (Exemption)

1. Exemption allowed, subject to all just exceptions.

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2. The present petition under Section 11 (5) of the Arbitration and Conciliation Act, 1996 seeks appointment of a Sole Arbitrator. The arbitration clause in Article 9.7 contained in the Agreement of Barter which reads as under:

“9.7.1. Each of the Parties agrees that

9.7.2. If any dispute(s) or difference(s) shall arise between the Parties in connection with or arising out of this Agreement, the Parties shall attempt, for a period of 30 days from the receipt of a

notice from the other Party of the existence of a dispute(s), to settle such dispute(s) by mutual discussions between the Parties.

9.7.3. If the said dispute(s) cannot be settled by mutual discussions within the 30 days period provided above, either Party may refer the matter to a mutually agreed arbitrator.

9.7.4. The Arbitration Proceedings shall be under the provisions of the Arbitration and Conciliation Act, 1996 or any of its subsequent amendments.

9.7.5 The Arbitration Proceedings shall be in English.

9.7.6. The venue of Arbitration Proceedings shall be New Delhi.

9.7.7. During the conduct of Arbitration Proceedings, the Parties shall bear the cost of the proceedings equally.

9.7.8. Eventually, all cost and expenses of the Arbitration shall be borne by the Party in such manner as awarded by the Arbitrator.

9.7.9. This Agreement (and any dispute or claim relating to it, its enforceability or its termination) is to be governed by and construed in accordance with the laws of India. The Courts/Tribunals at New Delhi shall have the exclusive jurisdiction over any disputes relating to the subject matter of this Agreement.”

3. Learned counsel for the Respondent who appears on advance notice, on instructions states that his client does not dispute the existence of the arbitration agreement or the invocation thereof and he also has no objection in case the Court were to appoint a Sole Arbitrator in the matter. In view of the above, the Court sees no impediment in allowing the present petition. Accordingly, the petition is allowed and Hon’ble Mr. Justice A.K. Sikri

(Retired Judge, Supreme Court of India) is appointed as an Arbitrator to adjudicate upon the disputes and differences including claims and counter claims between the parties.

4. The parties are directed to appear before the Arbitrator as and when notified. Learned Arbitrator will issue a declaration under Section 12 read with the attendant provisions of the 1996 Act before entering upon reference.

5. The learned Arbitrator will be paid his fee in terms of the provisions of the Fourth Schedule appended to the Arbitration and Conciliation Act, 1996.

6. The Petition is allowed in the above terms. No order as to costs. The Registry will despatch a copy of this order to the learned Arbitrator.

SANJEEV NARULA, J

MAY 31, 2019

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