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

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Date of decision: 07.11.2019

+ ARB.P. 607/2019

ICCG INDIA PVT. LTD

..... Petitioner

Through: Ms. Tanu Priya Gupta, Advocate

versus

SYMEGA FLAVOURS INDIA PVT. LTD.

..... Respondent

Through: Mr. Rony O. John & Mr. Piyush
Swami, Advocates

CORAM:

HON'BLE MS. JUSTICE JYOTI SINGH

JYOTI SINGH, J. (ORAL)

I.A. 14267/2019

1. The present application has been filed by the petitioner seeking to substitute the name of the respondent as reflected in the Cause Title to read as, "SYMEGA Food Ingredients Ltd." instead of the present name. Learned counsel for the respondent has no objection to the said application being allowed.

2. For the reasons stated in the application, the same is allowed. The petitioner is permitted to substitute the cause title to read as under:

"ICCG India Pvt. Ltd. .

. ... Petitioner

Versus

SYMEGA Food Ingredients Ltd. .

.... Respondent"

3. The application stands allowed. Amended Memo of Parties is taken on record.

ARB.P. 607/2019

4. Parties entered into a Master Agreement on 07.05.2018.

5. Certain disputes having arisen between the parties, the petitioner invoked Arbitration on 15.07.2019. Arbitration Clause between the parties reads as under:

“ii. Governing Law and Dispute Resolution; This Agreement shall be construed and governed by the laws of India and the parties consent to the jurisdiction of the competent courts in Delhi with respect to any matters arising under or with regard to this Agreement. Unless otherwise provided by local law without the possibility of contractual waiver or limitation, any legal or other action related to a breach of this Agreement must be commenced no later than two (2) years from the date on which the cause of action arose.

The parties agree to negotiate in good faith to resolve any dispute between them regarding this Agreement. If the negotiations do not resolve the dispute to the reasonable satisfaction of parties, then each party's CEO or their designee (“Representatives”) shall, within thirty (30) days of a written request by either party to call such a meeting, meet either in person or through any other media and alone (except for one assistant for each party) and shall attempt in good faith to resolve the dispute.

If the disputes (except in case of dispute related to any non-payment of fees due) cannot be resolved by such Representatives in such meeting, the parties shall conduct arbitration at Delhi in English language, in accordance with the rules of the [International Chamber of Commerce/Arbitration and Conciliation Act, 1996] (“Rules”). The parties agree that the dispute shall be settled by a sole arbitrator appointed in accordance with the said Rules, and the sole arbitrator so appointed shall be referred to herein as an “Arbitrator”. Following the appointment of the Arbitrator, the Arbitrator shall set forth the schedule and timing of the arbitration proceedings in accordance with the applicable provisions of the Rules. The Arbitrator shall be empowered to issue injunctive or other equitable relief.

Nothing in this Section shall prevent, or be construed as preventing, a party from seeking injunctive or other equitable relief in a court of appropriate jurisdiction.”

6. Learned counsel for the petitioner submits that the respondent responded to the notice of invocation but did not agree to the Arbitrator sought to be nominated by the petitioner. Hence, the present petition has been filed for appointment of an Arbitrator to adjudicate the disputes between the parties.

7. Learned counsel for the respondent, on instructions from the respondent, submits that the respondent has no objection to the Arbitrator being appointed by this Court.

8. With the consent of the parties, Sh. Shashank Garg, Advocate is

appointed as an Arbitrator to adjudicate the disputes between the parties.

9. The address and mobile number of the learned Arbitrator is as under:

Sh. Shashank Garg, Advocate
R/o : 268, Ground Floor,
Masjid Moth, Udai Park,
New Delhi-110049
Mobile: 9811526671, 9811326671

10. The learned Arbitrator shall give disclosure under Section 12 of the Act before entering upon reference.

11. Fee of the Arbitrator shall be fixed as per Fourth Schedule of the Act.

12. Petition is disposed of in the aforesaid terms.

JYOTI SINGH, J

NOVEMBER 07, 2019

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