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

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**Date of Decision: 08.11.2019**

+ ARB.P. 653/2019

SAVITA RETAIL STORES PVT LTD ..... Petitioner  
Through Mr. Harish Katyal and Ms. Vinny  
Shangloo, Advocates.  
versus

CYBIZ BRIGHTSTAR RESTURANT PVT  
LTD & ORS. .... Respondents  
Through Mr. Naman Joshi and Mr. Shagun  
Singh, Advocates.

**CORAM:**  
**HON'BLE MS. JUSTICE JYOTI SINGH**

**JYOTI SINGH, J. (ORAL)**

1. The present petition has been filed under Section 11 of the Arbitration and Conciliation Act, 1996 ('Act') for appointment of an Arbitrator. The petitioners and respondents entered into an agreement dated 5<sup>th</sup> November, 2016. Certain disputes and differences having arisen between the parties, the petitioners invoked the Arbitration Clause on 28<sup>th</sup> May, 2019.

2. The Arbitration Clause between the parties reads as under:

***"5. GOVERNING LAW AND DISPUTE RESOLUTION***

*5.1. In the event of any dispute, controversy or claim arising out of or relating to this agreement ("dispute"), the parties shall attempt in the first instance to resolve such dispute through friendly consultations.*

*5.2. In the event such dispute is not resolved through consultations within thirty (30) days after the date such consultations were first requested in writing by a party, then any party may submit the dispute for arbitration as per the provisions of the Indian Arbitration & Conciliation act. 1996.*

*5.3. The venue for such arbitration shall be New Delhi in India. The cost of arbitration will initially be shared equally and then reimbursed to the aggrieved party in connection with the arbitration.”*

3. Learned counsel appearing on behalf of the respondents, on instructions, submits that the respondents have no objections to an Arbitrator being appointed to adjudicate the disputes between the parties. He further submits that in fact names of three nominee Arbitrators were also suggested vide letter dated 11<sup>th</sup> June, 2019.

4. Learned counsel for the petitioner on instructions submits that he does not consent to the any one of the three names suggested by the respondent and submits that the matter be referred to the Delhi International Arbitration Centre, (‘DIAC’) for Arbitration between the parties.

5. The parties are accordingly referred to DIAC for adjudication of their disputes. Parties will appear before the DIAC on 18<sup>th</sup> December, 2019 at 2:00 P.M.

6. The arbitration will be conducted under the aegis of DIAC as per its Rules and procedure.

7. The learned Arbitrator so appointed shall give disclosure under Section 12 of the Act, before entering upon reference.

8. Fee of the Arbitrator shall be fixed as per Fourth Schedule of the Act.
9. Learned counsel for the respondents at this stage submits that the respondents are also open to an amicable settlement of the disputes between the parties.
10. Needless to say that it is open for the parties to have a joint meeting in the meantime and make an attempt to resolve the disputes amicably.
11. Petition is disposed of in the above terms.

**JYOTI SINGH, J**

**NOVEMBER 08, 2019**

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