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

+ **ARB.P. 897/2018**

M/S CREATIONS

..... Petitioner

Through Mr.Sanjay K. Chadha, Adv.

versus

PRASARBHARTI

..... Respondent

Through None.

CORAM:

HON'BLE MR. JUSTICE NAVIN CHAWLA

ORDER

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22.01.2019

1. This petition has been filed under Section 11 of the Arbitration and Conciliation Act, 1996 (hereinafter referred to as the 'Act') seeking appointment of a Sole Arbitrator for adjudicating the disputes that have arisen between the parties in relation to the "Agreement for Commissioned Programme (Self Financed)" dated 03.06.2015 and 08.12.2015 executed between the parties. The said Agreements contain an Arbitration Agreement in form of Clause 16 thereof, which is reproduced hereinbelow:

"16. ARBITRATION

In the event of any dispute or difference arising out of or relating to between the parties hereto or as to the performance rights and obligations under this Agreement or as to any claim, monetary or otherwise of one party against the other or as to the interpretation and effect of any terms and conditions of this Agreement, such dispute or difference shall be referred to the Sole Arbitrator to be appointed by Chief Executive Officer, Prasar Bharti (BCI), and the decision of the Arbitrator shall be final and binding on both the parties. The arbitration proceedings shall be governed by the provisions of the Arbitration and Conciliation Act, 1996. The venue of arbitration shall be NEW DELHI (INDIA)."

2. Disputes having arisen between the parties, the petitioner invoked the Arbitration Agreement vide its notice dated 10.07.2018. Having failed to receive any response, the present petition was filed.
3. Notice on the present petition was issued to the respondent on 18.12.2018. Mr.Saket Chandra, Advocate entered appearance on behalf of the respondent and was granted two weeks' time to file reply.
4. The respondent has neither filed its reply nor has entered appearance today, in spite of pass over being granted.
5. As the existence of the Arbitration Agreement and due invocation thereof remained uncontested by the respondent, I see no impediment in appointing a Sole Arbitrator for adjudicating the disputes that have arisen between the parties.
6. Learned counsel for the petitioner submits that the second Agreement was a mere extension of the first Agreement. I do not see it necessary to make any comment on this submission in the absence of the respondent. This question will be considered by the Arbitrator.
7. In view of the above, I appoint **Mr.Bharat Arora**, Advocate (B-48, Lower Ground Floor, Defence Colony, New Delhi-110024, Mobile:9811628929) as a Sole Arbitrator for adjudicating the disputes that have arisen between the parties.
8. The Arbitrator shall give disclosure under Section 12 of the Act before proceeding with the reference.
9. The petition is allowed in the above terms with no order as to cost.

Dasti.

NAVIN CHAWLA, J

JANUARY 22, 2019/Arya