

\$~1

*

IN THE HIGH COURT OF DELHI AT NEW DELHI

+

ARB.P. 47/2019

MAHALEARING TAB INDIA (HEREIN REFERRED AS MLTI)

..... Petitioner

Through Mr. Gopal Bihari, Adv.

versus

NABAKALEBAR CHARITABLE TRUST Respondent

Through Mr. Sarthak Guru with Mr. Mohit
Kumar Bafna, Advs.

CORAM:

HON'BLE MS. JUSTICE REKHA PALLI

ORDER

%

14.02.2020

1. The present petition under Section 11(6) of the Arbitration and Conciliation Act, 1996 seeks appointment of an Arbitrator to adjudicate the disputes and differences which have arisen between the parties in relation to Memorandum of Understanding (MoU) dated 24.01.2018.

2. Learned counsel for the petitioner submits that the said MoU contains an arbitration clause in the following terms:-

"In the events of any dispute or difference between the parties hereto, whether arising during the currency or after completion of this MoU or after the determination thereof (whether for breach or for any reason) in regard to any matter or thing of whatsoever nature arising out of this MoU or in/connection therewith then such dispute or difference shall be settled in accordance with provisions of the Arbitration & Conciliation Act, 1996 or any modification or any succeeding Act. The proceedings shall be conducted in English and seat of Arbitration shall be in Delhi. The arbitral panel shall consist of a Sole Arbitrator

to be mutually appointed by the Parties. Failing MoU on the Sole Arbitrator, the Arbitrator Tribunal shall consist of 3(three) Arbitrators, each party appointing one Arbitrator and two so appointed Arbitrators appointing the third Arbitrator. The decision of the Arbitral Panel so appointed under this MoU shall be final and binding on the parties."

3. He further submits that the petitioner had invoked arbitration by way of legal notice dated 08.12.2018 but has received no reply from the respondent thereto.

4. Upon notice being issued, the respondent had filed its reply opposing the petition. However, today, after some arguments, learned counsel for the respondent submits that in the light of the admitted position that there is an arbitration clause in the aforesaid MoU, he has no objection to the appointment of an independent Arbitrator by this Court.

5. In the light of the stand taken by the parties and the arbitration clause noted hereinabove, the petition is allowed and Mr.Narendar Bajwa, Advocate (Mob:9811117745) is appointed as the Sole Arbitrator to adjudicate the disputes and differences which have arisen between the parties in reference to MoU dated 24.01.2018.

6. It is made clear that this Court has not made any observations on the merits of the matter and it will be open for the parties to raise all pleas permissible in law, before the learned Arbitrator.

7. The arbitration shall be conducted under the aegis of Delhi International Arbitration Centre (DIAC). The fees of the learned arbitrator shall be in accordance with the Schedule of fees prescribed under the Delhi High Court Arbitration Centre (Administrative Costs and Arbitrators' Fees) Rules.

8. Before commencing arbitration proceedings, the Arbitrator will ensure compliance of Section 12 of the Arbitration and Conciliation Act, 1996.
9. A copy of this order be sent to Delhi International Arbitration Centre (DIAC) as also to the learned Arbitrator.
10. The petition is disposed of in the aforesaid terms.

REKHA PALLI, J

FEBRUARY 14, 2020/sr