

\$~35

\*

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

+

ARB.P. 135/2020

DEVYANI INTERNATIONAL LIMITED ..... Petitioner

Through: Mr.Raunak Satpathy, Adv.

versus

HOUSE OF STRINX ENTERTAINMENT (LLP)..... Respondent

Through: Mr.Atul Kumar with Mr.Abhimanyu  
Sharma, Adv.

**CORAM:**

**HON'BLE MS. JUSTICE REKHA PALLI**

**ORDER**

%

**24.02.2020**

**IA No.2258/2020 (for exemption)**

1. Exemption allowed, subject to all just exceptions. The application is disposed of.

**ARB.P. 135/2020**

2. This is a petition under Section 11(6) of the Arbitration and Conciliation Act, 1996 seeking appointment of a sole Arbitrator for adjudication of disputes and differences which have arisen between the parties in respect of the leave and license agreement dated 29.09.2017.

3. Learned counsel for the petitioner submits that upon disputes having arisen between the parties, the petitioner had invoked the arbitration clause and appointed one Shri Rakesh Chandra Aggarwal, Advocate as the sole Arbitrator, to adjudicate the disputes between the parties which was not acceptable to the respondent and therefore prays that an independent Arbitrator be appointed by this Court. In terms, the arbitration clause as contained in para 16.7 of the agreement the same reads as under:-

“16.7 Any dispute or difference arising between the parties shall be resolved amicably at the first instance. Unresolved disputes, controversies, contests, disputes, if any shall be submitted to arbitration to a sole arbitrator appointed by the Licensor. The arbitration shall be conducted in accordance with the provisions of the Arbitration and Conciliation Act 1996 along with the Rules there under and any amendments thereto. The arbitration shall be conducted in English. The decision/award of the arbitrator shall be final/conclusive and binding on the Parties. The seat of the arbitration shall be at New Delhi.”

4. Issue notice. Learned counsel for the respondent accepts notice and fairly does not oppose the petition.
5. Accordingly, with the consent of the parties and keeping in view the arbitral clause as noted hereinabove, the petition is allowed and Mr. Justice Dilip Bhonsle (Retd.) 09833300555 is appointed as the sole Arbitrator to adjudicate the disputes and differences between the parties arising out of the agreement dated 29.09.2017.
6. It is made clear that this Court has not examined the merits of the rival claims of the parties and it will therefore be open for the learned Arbitrator to deal with the claims/counter claims of the parties in accordance with law.
7. Before commencing arbitration proceedings, the Arbitrator will ensure compliance of Section 12 of the Arbitration and Conciliation Act, 1996. The learned Arbitrator will be paid his fee as per the Fourth Schedule of the Arbitration and Conciliation Act, 1996.
8. A copy of this order be sent to the learned Arbitrator.
9. The petition is disposed of.

**REKHA PALLI, J**

**FEBRUARY 24, 2020/gm**