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

+ **ARB.P. 61/2021**

RAYMOND LTD

..... Petitioner

Through: **Ms. Jagriti Ahuja, Adv.**

versus

PRET STUDY BY JANAK FASHIONS PRIVATE LIMITED

..... Respondent

Through: **Ms. Vanika Gupta, Adv.**

CORAM:

HON'BLE MR. JUSTICE C. HARI SHANKAR

ORDER (O R A L)

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15.07.2021

(Video-Conferencing)

1. This petition under Section 11(6) of the Arbitration & Conciliation Act, 1996 ('the 1996 Act') for appointment of an arbitrator to arbitrate on the disputes between the parties.

2. Inasmuch as Ms. Vanika Gupta, learned Counsel for the respondent does not oppose the request for appointment of an arbitrator, it is not necessary to distil, here, the details of the dispute. Suffice it to state that the dispute stands set out in sub-paras (ii) to (xxii) of the petition. The arbitration clause, in the "second agreement" dated 10th June, 2017 between the parties, reads as under:

"ARBITRATION

All claims, disputes or differences between the LICENSOR and LICENSEE arising from or in relation to and/or connected with this Agreement and/or concerning the license or the said Premises shall be settled amicably between the Parties. However, in case the dispute is not settled amicably, the matter shall be referred to Arbitrator and the Arbitration proceedings shall be held in accordance with the provisions of The Arbitration and Reconciliation Act, 1996 and other statutory modifications or re-enactments thereto in New Delhi. The seat of Arbitration will be New Delhi. The language in such arbitration proceeding shall be English.”

3. The facts in the petition indicate that there is a dispute between the parties.

4. In view of the existence of the aforesaid dispute and the clause in the agreement between the parties envisaging arbitration as the method for resolving dispute, this Court refers the parties to the Delhi International Arbitration Centre (DIAC) to appoint an arbitrator to arbitrate on the disputes.

5. It is made clear that all questions of fact and law including the arbitrability of the dispute and all other objections which may be raised are left open, for decision by the learned Arbitrator, if and when they are raised.

6. The arbitration shall proceed under the aegis of the DIAC and in accordance with its rules and regulations. The arbitrator would be entitled to fees as per the schedule of fees maintained by the DIAC.

7. This petition stands allowed in the aforesaid terms.

C. HARI SHANKAR, J

JULY 15, 2021/kr

