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

+ **ARB.P. 203/2021**

ALTRADE HOSPITALITY PVT. LTD. Petitioner
Through Mr. Arnav Dash and Mr. Pulkit
Thareja, Advs.

versus

VA TECH VENTURES PVT LTD Respondent
Through None

CORAM:
HON'BLE MR. JUSTICE C .HARI SHANKAR

ORDER (ORAL)

27.07.2021

(Video-Conferencing)

C .HARI SHANKAR, J.

ARB.P. 203/2021

1. Despite the fact that notice was accepted on behalf of the respondent by Counsel on 26th March, 2021, there has been no appearance on behalf of the respondent either on the last date of hearing or today.

2. The Court has heard the learned Counsel for the petitioner and proceeds to dispose of the petition.

3. This petition, preferred under Section 11(5) and (6) of the Arbitration and Conciliation Act, 1996 ("1996 Act"), seeks

appointment of an arbitrator, in accordance with Clause 45 of the Office Service Agreement dated 18th September, 2019 between the parties read with the Addendum thereto dated 20th November, 2019. The substratum of the dispute is set out in paras 6 to 20 of the petition. The petition further states that attempts at amicable resolution of the disputes failed, whereafter the petitioner has invoked the jurisdiction of this Court under Section 11 of the 1996 Act. The arbitration clause, in the aforesaid Office Service Agreement, reads thus:

“That all disputes or differences arising under or in relation to this Agreement shall be firstly resolved amicably and in the event the parties fail to reach an amicable resolution/settlement of said disputes or differences then it would be resolved by reference to arbitration by a Sole Arbitrator to be appointed mutually by both Petitioner and the Company. The seat of arbitration shall be at New Delhi and arbitration proceedings shall be in accordance with Arbitration and Conciliation Act, 1996 and decision of the said Arbitrator shall be final and binding on the parties. The cost of the Arbitration shall be borne by both the parties.”

4. Notices, invoking arbitration, under Section 11 of the 1996 Act, were issued by the petitioner to the respondent on 11th June, 2020 and, thereafter, on 18th September, 2020. These attempts having failed, the petitioner has approached this Court.

5. *Prima facie*, an arbitrable dispute exists between the parties. In view of the wording of the arbitration clause, this Court has the jurisdiction to appoint an arbitrator under Section 11(6) of the 1996 Act.

6. Mr. Pulkit Thareja, learned Counsel for the petitioner, is agreeable to the dispute being referred to the Delhi International Arbitration Centre (DIAC) for appointment of an arbitrator to arbitrate thereon.

7. Accordingly, the dispute between the petitioner and the respondent stands referred to the DIAC, which shall appoint a suitable arbitrator to arbitrate thereon.

8. The arbitration would proceed in accordance with the rules and regulations of the DIAC. The learned Arbitrator would be entitled to charge fees in accordance with the schedule of fees fixed by the DIAC.

9. The petition stands allowed and disposed of accordingly.

C. HARI SHANKAR, J.

JULY 27, 2021

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