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

Decided on 5th April, 2021

+ **ARB.P. 518/2020**

INNOVISION LIMITED Petitioner
Through **Mr. Chirag Jamwal, Adv.**

versus

**NAYATI HEALTHCARE
RESEARCH PVT LTD** Respondent
Through **Mr. Rohit Khurana, Adv.**

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

O R D E R (ORAL)

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05.04.2021

1. With the consent of learned counsel for the parties, this petition is being disposed of at this stage.

2. This petition, preferred under Section 11(6) of the Arbitration and Conciliation Act, 1996 ("1996 Act"), seeks appointment of an arbitrator to arbitrate on the disputes between the parties.

3. The substratum of the dispute as set out in the petition and without prejudice to the rights of the respondent to contest the averments in the petition on the facts and in law, may be reproduced thus:

“ii. That the Respondent expressed its desire to avail the Security Services of the Petitioner. The Security Service Agreement dated 03.01.2019 was entered into between the parties to provide Security services. Pursuant thereto, the Respondent, availed the Security Services as detailed in the terms of arrangement. Copy of Security Services Agreement dated 03.01.2019 is marked as Document P/1.

iii. That pursuant to entering the Agreement mentioned above, the Petitioner fulfilled all the requirements of the Respondent and rendered immaculate services at its premises to their utmost satisfaction. The Petitioner provided the Respondent Security Staff, as stipulated in the Agreement mentioned above.

iv. That the Petitioner did not receive certain payments against its bills for the services rendered to the Respondent. There is an outstanding amount of Rs. 67,66,397/- (Rupees sixty seven lakh, sixty six thousand three hundred and ninety seven only), excluding 30 days notice period payment. Copy of the Ledger Account from 01.04.2019 to 09.09.2020 is marked as Document P/2.

v. That the Petitioner on several occasions apprised and requested the Respondent through various correspondences and communications to clear the outstanding dues mentioned above. The monthly bills were timely served upon the Respondent. But the Respondent in utter disregard of the agreement, arbitrarily and intentionally, did not settle the outstanding dues.

vi. That subsequently the Respondent started raising false and baseless accusations against the services of the Petitioner. The same was done with a malafide intention of not releasing the outstanding payments.

vii. That the Petitioner vide Notice dated 23.05.2020 invoked the arbitration and further called upon the Respondent to pay the said amount, due and payable under the Agreement between the parties towards the services rendered to the Respondent by the Petitioner. The Respondent received the said Notice sent via speed post on 26.05.2020. The Respondent released some payment and at present there is an outstanding of Rs. 67,66,397/ - (Rupees sixty seven lakh,

sixty six thousand three hundred and ninety seven only), excluding 30 days notice period payment. Copy of the Notice dated 23.05.2020 along with the postal receipt, tracking report and service endorsement are marked as Document P/3 Colly.”

4. Clause 44 of the Security Services Agreement dated 3rd January, 2019, executed between the parties, provides for resolution of the disputes by arbitration, read thus:

**“PART XI
GOVERNING LAWS AND SETTLEMENT OF
DISPUTE**

44. Any claims, dispute and or difference (including a dispute regarding the existence, validity or termination of this Agreement) arising out of, or relating to this Agreement including interpretation of its terms will be resolved through joint discussions of the authorised representative of the Parties. However, if any such claim, dispute or difference cannot be resolved through such joint discussions within thirty (30) days of the date of the notice then the matter shall be referred for adjudication to the arbitration of a sole Arbitrator to be appointed solely by the Client in accordance with the provisions of the Arbitration and Conciliation Act 1996 and rules made thereunder including any modifications, amendments and future enactments thereto. The venue/seat for the arbitration will be New Delhi. The decision of the arbitrator shall be final and binding on the Parties. The arbitrator shall pronounce its final award within ninety (90) days from the date of his appointment”

5. As the mutual efforts for appointment of an arbitrator did not fructify, the present petition was filed before this Court.
6. Learned counsel for the parties jointly request that this matter may be referred to the Delhi International Arbitration Centre (DIAC)

for appointment of an arbitrator.

7. Accordingly, this petition is disposed of by referring the disputes to the DIAC, which would appoint an arbitrator to arbitrate on the disputes between the parties.

8. The arbitration would take place in accordance with the rules and regulations of the DIAC and also abide by the schedule of fees maintained by the DIAC.

10. The learned arbitrator, appointed by the DIAC, would also furnish the requisite disclosure under Section 12(2) of the 1996 Act within a week of entering on the reference.

11. With the aforesaid observations, this petition stands disposed of.

APRIL 5, 2021
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C.HARI SHANKAR, J