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

+ **ARB.P. 789/2020**

M/S PRICEWATERHOUSECOOPERS PVT. LTD... Petitioner

Through Ms. Gurmeet Bindra, Adv.

versus

M/S PACIFIC ADVANCE EDUCATION

CENTRE PVT. LTD.

..... Respondent

Through None

CORAM:

HON'BLE MR. JUSTICE C .HARI SHANKAR

ORDER (ORAL)

% 09.11.2021

1. The respondent has been defaulting in appearing in this matter. Accordingly, this Court has heard Mr. Gurmeet Bindra, learned counsel for the petitioner and proceeds to dispose of the petition.

2. The dispute emanates from a Master Joint Business Relationship Agreement dated 1st May, 2017 between the petitioner and the respondent, whereby the respondent engaged the petitioner to conduct a course for preparation for Diploma in International Financial Reporting for 80 hours. The petition alleges that a sum of ₹ 21,70,091/- excluding GST is due from the respondent under the aforesaid agreement. Subsequently, certain payments were made by the respondent and the

balance amount remaining to be paid, is according to the petition, ₹ 19,42,344/-.

3. Clause 9.6 of the agreement, which provided for resolution of the dispute by arbitration, reads thus:

“Government Law and Jurisdiction: This Agreement shall be governed by and construed in accordance with the laws of India. Any dispute arising out of Agreement shall be referred to the nominated representatives of both the parties for resolution through conciliation. In case, any such dispute is not amicably resolved within forty five (45) days of such referral, it shall be resolved through Arbitration, in India, in accordance with the provisions of Arbitration and Conciliation Act, 1996. Subject to the foregoing, each party irrevocably agrees to submit to the exclusive jurisdiction of the competent court of India in connection with any dispute arising out of this Agreement.”

4. Notice invoking the aforesaid arbitral clause was issued by the petitioner to the respondent on 18th September, 2019. The reply of the respondent dated 18th May, 2020 merely disclaimed any liability by the respondent towards the petitioner.

5. *Prima facie*, an arbitral dispute exists between the parties amenable to arbitration under the afore-extracted clause in the agreement.

6. Mr. Bindra submits that the amount involved in the dispute is in the vicinity of ₹ 20 lacs.

7. In view thereof, the dispute is referred for arbitration to the Delhi International Arbitration Centre (DIAC). The arbitration shall be

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covered by the Rules of the DIAC and the arbitrator appointed by the DIAC would be entitled to fees in accordance with the Schedule maintained by the DIAC.

8. The petition stands allowed in the aforesaid terms.

C.HARI SHANKAR, J

NOVEMBER 9, 2021

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