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

% *Date of Decision: 18th August 2023*

+ ARB.P. 168/2023

OYO APARTMENTS LLP.

..... Petitioner

Through: Mr. Diptiman Acharyya,
Advocate.

versus

GRAM POWER (INDIA) PVT LTD

..... Respondent

Through: Mr. Gautam Swarup,
Mr. Ankur Das and Ms. Garima Sharma,
Advocates.

CORAM:

HON'BLE MS. JUSTICE JYOTI SINGH

JUDGEMENT

JYOTI SINGH, J. (ORAL)

1. Present petition has been filed under Section 11(6) of the Arbitration and Conciliation Act, 1996 (hereinafter referred to as the '1996 Act').

2. The facts are in a narrow compass. Petitioner is a Limited Liability Partnership registered under the laws in India and engaged in hospitality industry. Respondent is in the business of developing smart electricity metres. Petitioner entered into a Services Agreement dated 28.05.2019 with Gram Power (India) Private Limited to acquire services of designing and supplying smart grid technology for organising and managing power infrastructure efficiently. The work involved installation of smart prepaid metres and other associated devices which would enable the customers of Oyo PG Stays (Life) to



recharge electricity through web portal of Gram Power (India) Private Limited.

3. Disputes arose between the parties in connection with the said Agreement leading to the Petitioner sending a legal notice dated 06.04.2021 demanding its dues allegedly outstanding. Respondent did not pay the amount demanded and instead sought Rs.3,22,16,845/- as the amount due to the Respondent. Since the Services Agreement envisaged arbitration as the Dispute Resolution Mechanism between the parties, Petitioner invoked the arbitration Clause 13 vide notice dated 12.08.2022 and sought appointment of a sole Arbitrator. Failing to get any response, the present petition was filed. The arbitration Clause between the parties is as follows:-

“Cl. 13: ARBITRATION:

Both parties shall ensure that the operation of this agreement is made in a manner that no disputes arise. If there is any dispute as regards the terms and conditions of the Agreement, the parties shall endeavour to resolve the same through mutual discussions either themselves or through authorized personnel. If it is not possible to settle the differences, the disputes shall be resolved through arbitration as provided under the Arbitration and Conciliation Act, 1996 as amended from time to time, other than disputes relating to confidentiality, or infringement of intellectual property rights. The seat of arbitration shall be New Delhi and the language of such arbitration shall be English.”

[emphasis supplied]

4. Learned counsel appearing on Respondent, on instructions, submits that Respondent has no objection to the appointment of a sole Arbitrator subject to his denial of the claims of the Petitioner on merit and with liberty to file its counter claim before the learned Arbitrator. There is no dispute between the parties that the Agreement in question is adequately stamped under the Indian Stamps Act, 1889.



5. With the consent of the parties, the following directions are issued :-

- (a) Justice Vinod Goel, Former Judge of Delhi High Court, (Mob. No. 9910384637) is appointed as a sole Arbitrator to adjudicate upon the disputes between the parties pertaining to and in respect of the Services Agreement dated 28.05.2019;
- (b) Learned Arbitrator is requested to furnish a declaration in terms of Section 12(1) of the 1996 Act, prior to entering upon reference;
- (c) Fees of the learned Arbitrator shall be regulated as per the Fourth Schedule of the 1996 Act.

6. Since the Arbitral Tribunal has been constituted, it will be open to the Respondent to raise its counter claims before the learned Arbitrator. It is made clear that this Court has not expressed any opinion on the merits of the case.

7. Petition stands disposed of.

JYOTI SINGH, J

AUGUST 18, 2023/ck/shivam