

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

% **Date of order : 28th March, 2023**

+ **ARB.P. 1294/2022**

OCS GROUP (INDIA) PRIVATE LIMITED Petitioner

Through: **Mr. Nikhil Verma, Advocate**

versus

V4U CONSULTAANTS PRIVATE LIMITED Respondent

Through: **Mr. Rahul Malhotra, Advocate**

CORAM:

HON'BLE MR. JUSTICE CHANDRA DHARI SINGH

ORDER

CHANDRA DHARI SINGH, J (Oral)

1. The present petition has been filed on behalf of the petitioner under section 11 of the Arbitration and Conciliation Act, 1996 (hereinafter referred to as “the Act”) seeking appointment of arbitrator for adjudication of disputes/disagreement between the parties arising *qua* the agreement dated 14th November, 2019.

2. Learned counsel appearing on behalf of the petitioner submitted that the petitioner is company duly incorporated under the provisions of the Companies Act, 1956 having its registered office at A-502, Fifth Floor, Thane One Corporate Business IT Park, DIL Complex, Opposite Tatvagyan Vidyapeeth, Ghodb under Road, Behind Cine World Mall, Majiwada, Vidyapeeth, Ghodb under Road, Behind Cine World Mall, Majiwada, Tower-B, Jasola, New Delhi-110025. It is further submitted that the petitioner is engaged in the business of providing facility management

services such as housekeeping, engineering, operation and maintenance services.

3. It is submitted on behalf of the petitioner that the respondent is a registered Private Limited Company engaged in commercial building and having its registered office at Elegance Tower, Basement-1, Plot-8, Jasola District Centre, New Delhi-110044.

4. It is submitted on behalf of the petitioner that the respondent was rendering its services at Elegance Tower, Jasola, New Delhi and Rectangle-1, Saket, New Delhi and was thereby wanted to appoint a service provider in order to provide facility management services at above-mentioned sites.

5. It is submitted on behalf of the petitioner that pursuant to the negotiations between the parties, the respondent duly appointed the petitioner in order to avail its services on the sites and consequently, executed an agreement dated 14th November, 2019 for a finite period of one year commencing on 1st November, 2019 to 30th October, 2020.

6. It is submitted on behalf of the petitioner that the genesis of the dispute between the parties stem from the non-payment of invoices raised subsequent to December, 2019. It is further submitted that the total outstanding amount as on 18th July, 2022 is to the tune of Rs. 63,15,669.76/- (Rupees Sixty Three Lac, Fifteen Thousand Six Hundred Sixty Nine and Seventy Six Paise Only).

7. It is submitted on behalf of the petitioner that despite numerous communications by the petitioner to the respondent to clear the outstanding payments, the respondent failed to clear the said dues pending towards the petitioner. Being aggrieved thereof, the petitioner withdrew its services with effect from 13th May, 2020.

8. Learned counsel appearing on behalf of the petitioner submitted that all the attempts to resolve the dispute amicably, between the parties, have duly failed. Thus, the petitioner was constrained to invoke the arbitration clause, in accordance with section 21 of the Act, vide legal notice dated 19th July, 2022. It is further submitted that the petitioner vide said notice, nominated its arbitrator for redressal of disagreements between the parties.

9. It is submitted on behalf of the petitioner that the respondent has failed to reply to the abovementioned notice. In view of the same, the petitioner by way of the instant petition has invoked the jurisdiction of this Court by virtue of Section 11 of the Act, for appointment of an independent sole arbitrator to adjudicate upon the disputes arising between the parties.

10. Learned counsel appearing on behalf of the respondent vehemently opposed the averments made in the instant petition. However, has no objection, if an independent arbitrator is appointed by this Court to adjudicate upon the disputes between the parties.

11. Heard the learned counsel for the parties and perused the record.

12. As agreed on behalf of the parties, it is evident that the parties intend the Court to refer the disputes to arbitration, by appointing a sole arbitrator. In view of the request made by the parties, to resolve the dispute arising under the Agreement dated 14th November, 2019 the said disputes and differences arising between the parties are referred to arbitration, by appointing a sole arbitrator. Hence, the following Order:

ORDER

- (i) Mr. Vineet Dhanda, Advocate is appointed as a sole arbitrator to adjudicate the disputes between the parties which have arisen under the Agreement dated 14th November, 2019;

- (ii) The learned sole arbitrator, before entering the arbitration reference, shall ensure the compliance of Section 12(1) of the Arbitration and Conciliation Act, 1996;
 - (iii) The learned sole arbitrator shall be paid fees as prescribed under the Delhi International Arbitration Centre (DIAC) (Administrative Cost and Arbitrators Fees) Rules, 2018 as amended vide notification dated 15th November, 2022;
 - (iv) At the first instance, the parties shall appear before the learned sole arbitrator within 10 days from today on a date which may be mutually fixed by the learned sole arbitrator;
 - (v) All contentions of the parties are expressly kept open.
13. A copy of the order be forwarded to the learned sole arbitrator on the following address:
- Mr. Vineet Dhanda, Advocate
House No. 60, First Floor, Poorvi Marg
Vasant Vihar, New Delhi – 110057
Phone No. +91-9811013810
14. With the aforesaid observations, the present petition is accordingly disposed of alongwith pending applications, if any.
15. The order be uploaded on the website forthwith.

CHANDRA DHARI SINGH, J

MARCH 28, 2023
gs/ug

Click here to check corrigendum, if any