



\$~2

*

IN THE HIGH COURT OF DELHI AT NEW DELHI

+

ARB.P. 62/2023

AVENTUS HUMAN CAPITAL PARTNERS LLP

..... Petitioner

Through: Ms. Vaishali Singh, Adv.

versus

GHV ADVANCED CARE PRIVATE LIMITED

..... Respondent

Through: Mr. Kunal Kher, Mr. MK Tiwari,
Advs.

CORAM:

HON'BLE MR. JUSTICE JASMEET SINGH

ORDER

%

30.01.2024

1. This is a petition filed under Section 11(6) of the Arbitration and Conciliation Act, 1996 seeking appointment of a Sole Arbitrator in terms of Clause 15 of the Service Agreement dated 10.09.2021 (hereinafter referred to as 'Agreement') arrived at between the parties. Clause 15 of the agreement reads as under:-

"15. In the event of any dispute arising under or by virtue of this Agreement or any difference of opinion between the Parties concerning their rights and obligations under this Agreement the Parties shall use their best efforts to resolve such dispute or difference amicably by discussion and mutual accord. If the dispute or difference is not settled within the thirty (30) days period, then, unless the Parties otherwise agree in writing, either Party may serve written notice on the other Party stating its intention to proceed to arbitration. The



unresolved dispute or difference shall be finally settled by arbitration of sole Arbitrator to be appointed by both parties under the Arbitration and Conciliation Act, 1996 and its subsequent amendments from time to time. Such arbitration shall be the sole and exclusive remedy between the Parties with respect to such dispute. The place of Arbitration shall be at New Delhi or such other place as determined by the parties. The arbitration proceedings shall be conducted in English.”

2. The only objection raised by the respondent was with regard to stamping of the agreement, which is now settled by the Hon'ble Supreme Court in *Re: Interplay between Arbitration Agreement under the Arbitration and Conciliation Act, 1996 and the Indian Stamps Act, 1899*, 2023 SCC OnLine SC 1666.
3. For the said reasons, Mr. Kher, learned counsel for the respondent has no objection to the appointment of a Sole Arbitrator.
4. Since the parties are still having disputes between them, the petition is allowed and disposed of with the following directions:-
 - i) Mr. Utkarsh, Adv. (Mob. No. 9871926153) is appointed as a Sole Arbitrator to adjudicate the disputes between the parties.
 - ii) The arbitration will be held under the aegis of the Delhi International Arbitration Centre, Delhi High Court, Sher Shah Road, New Delhi hereinafter, referred to as the 'DIAC'). The remuneration of the learned Arbitrator shall be in terms of the Fourth Schedule of the Arbitration & Conciliation Act, 1996.



- iii) The learned Arbitrator is requested to furnish a declaration in terms of Section 12 of the Act prior to entering into the reference.
- iv) It is made clear that all the rights and contentions of the parties, including as to the arbitrability of any of the claim, any other preliminary objection, as well as claims on merits of the dispute of either of the parties, are left open for adjudication by the learned arbitrator.
- v) The parties shall approach the learned Arbitrator within two weeks from today.

JASMEET SINGH, J

JANUARY 30, 2024 / (MS)

Click here to check corrigendum, if any