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IN THE HIGH COURT OF DELHI AT NEW DELHI

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ARB.P. 221/2024

M/S G4S SECURE SOLUTIONS (INDIA) PVT. LTD.

..... Petitioner

Through: Mr. Eklavya Bahl with Mr. Pawas
Agarwal, Advocates

versus

M/S VST MOTER INDIA COMPANY

..... Respondent

Through: Ms. Nidhi Lakra and Mr. Nirdesh
Bidhuri, Advocates.

CORAM:

HON'BLE MR. JUSTICE ANUP JAIRAM BHAMBHANI

ORDER

24.04.2024

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By way of the present petition under section 11(6) of the Arbitration & Conciliation Act 1996 ('A&C Act'), the petitioner seeks appointment of of a Sole Arbitrator to adjudicate upon the disputes that are stated to have arisen with the respondent from Contract for Security Services dated 14.06.2022 ('Agreement').

2. Notice on this petition was issued on 19.02.2024.
3. Mr. Eklavya Bahl, learned counsel for the petitioner has drawn the attention of this court to clause 50 of the Agreement, which comprises the arbitration agreement; and contemplates reference of disputes between the parties to arbitration in accordance with the A&C Act; with the 'seat' of arbitration being at New Delhi.
4. For completeness, it may be recorded that a separate territorial jurisdiction provision is also contained in clause 51 of the Agreement, which subjects the contract between the parties to the jurisdiction of competent courts at Delhi.



5. As per the record, the petitioner invoked arbitration *vide* Notice dated 05.09.2023, to which the respondent has not sent any reply.
6. Ms. Nidhi Lakra, learned counsel has entered appearance on behalf of the respondent. Though she seeks further time to file reply, it is noticed that the quantum of the disputes is very small.
7. In the circumstances, Ms. Lakra fairly submits, that the disputes between the parties may be referred to arbitration by appointing an appropriate Arbitrator in the matter.
8. Upon a conspectus of the averments contained in the petition, the stand taken by the respondent, and the submissions made, this court is satisfied that there is a valid and subsisting arbitration agreement between the parties; that this court has territorial jurisdiction to entertain and decide the present petition; and also that the disputes that are stated to have arisen between the parties, as set-out *inter-alia* in invocation notice dated 05.09.2023, do not appear *ex-facie* to be non-arbitrable.
9. Accordingly, the present petition is allowed and **Ms. Suditi Batra, Advocate (Cellphone No.: +91 9953908812)** is appointed as the learned Sole Arbitrator to adjudicate upon the disputes between the parties
10. The learned Sole Arbitrator would furnish to the parties requisite disclosures as required under section 12 of the A&C Act; and in the event there is any impediment to the appointment on that count, the parties are given liberty to file an appropriate application in this court.



11. The learned Arbitrator shall be entitled to fee in accordance with Fourth Schedule to the A&C Act; or as may otherwise be agreed to between the parties and the learned Arbitrator.
12. Parties shall share the arbitrator's fee and arbitral costs, equally.
13. All rights and contentions of the parties in relation to the claims/counter-claims are kept open, to be decided by the learned Arbitrator on their merits, in accordance with law.
14. Parties are directed to approach the learned Arbitrator appointed within 15 days.
15. A copy of this order be communicated by the Registry *via* e-mail to the learned Sole Arbitrator, as also to learned counsel for the parties.
16. The petition stands disposed-of in the above terms.
17. Other pending applications, if any, also stand disposed-of.

ANUP JAIRAM BHAMBHANI, J

APRIL 24, 2024

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