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IN THE HIGH COURT OF DELHI AT NEW DELHI

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ARB.P. 604/2023

TATA CONSULTANCY SERVICES LIMITED

..... Petitioner

Through: Mr. Munindra Dwivedi, Mr.
Abhishek Chauhan, Ms. Divya Bhalla, Advs.

versus

**M/S KARVY INNOTECH LIMITED (FORMERLY KNOWN AS
HCL SERVICES LIMITED)**

..... Respondent

Through: Mr. Anirudh Wadhwa, Mr. Vipul
Kumar, Mr. Debarshi Chakraborty, Advs.

CORAM:

HON'BLE MR. JUSTICE JASMEET SINGH

ORDER

10.01.2024

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1. This is a petition seeking appointment of an Arbitrator pursuant to Clause 8.4 of the Partner Agreements dated 24.09.2018, 28.08.2019, Extension Agreements dated 18.12.2019 and 25.02.2020 entered into between the parties. Clause 8.3 and 8.4 of the Partnership Agreement dated 24.09.2018 and 28.08.2019 read as under:-

“8.3. In case the parties are unable to resolve the dispute amicably within 30 days from the of written notification of the dispute, then subject to the right of a Party to seek injunctive relief, the dispute shall be resolved through binding arbitration in accordance with the provisions of the Arbitration and Conciliation Act, 1996. The language of the arbitration shall be English. The place of arbitration will be Delhi and shall be presided over by a single arbitrator chosen by mutual consent of both the parties under the Arbitration



and Conciliation Act, 1996 (including any statutory modifications and substitutions made thereto).

8.4. Where the single arbitrator is not agreed upon between the Parties within fifteen days from the date at which the negotiations failed, the arbitration shall be conducted by three arbitrators with both Parties hereto shall be entitled to appoint one arbitrator each and the appointed arbitrators to appoint an additional arbitrator. If the Parties cannot (within fifteen (15) days from the initial request by one Party to the other) agree on the selection of a third arbitrator, such arbitrator shall be appointed in accordance with the Arbitration and Conciliation Act, 1996. Any award rendered by the arbitrator(s) shall be final and Judgment may be entered upon it in any court of competent Jurisdiction. The arbitrator(s) shall not have authority to award attorneys' fees or costs to either Party, or each Party shall accordingly bear its own attorneys' fees, costs and expenses incurred in the resolution or any dispute under this Agreement.”

2. The learned counsel for the respondent, even though has filed a reply objecting to the maintainability, after obtaining instructions, has no objection to the appointment of an Arbitrator in case his submissions both on merits and law are kept open.
3. In this view of the matter, Ms. Justice Mukta Gupta (Retd.) (Mob. No. 9650788600) is appointed as a Sole Arbitrator to adjudicate the disputes between the parties.



- i) 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.
 - ii) The learned Arbitrator is requested to furnish a declaration in terms of Section 12 of the Act prior to entering into the reference.
 - iii) 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.
 - iv) The parties shall approach the learned Arbitrator within two weeks from today.
4. All the objections regarding law and on facts including filing of the counter claim are kept open.
 5. The petition is allowed and disposed of in the aforesaid terms.

JASMEET SINGH, J

JANUARY 10, 2024 / (MS)

[Click here to check corrigendum, if any](#)