



2024:DHC:6892



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

+ **ARB.P. 685/2024**

M/S FLOWER VALLEY RETREAT AND RESORTS PVT LTDPetitioner

Through: **Mr. Humraz Bir Singh, Adv.**

versus

M/S GTL INFRASTRUCTURE LIMITEDRespondent

Through: **Adv. (Appearance not given)**

CORAM:

HON'BLE MR. JUSTICE C. HARI SHANKAR

ORDER (ORAL)

05.09.2024

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1. This is a petition under Section 11(6) of the Arbitration and Conciliation Act, 1996¹, seeking reference of the dispute between the parties to arbitration.

2. Learned Counsel for the respondent fairly agrees to reference of the dispute to arbitration.

3. The dispute arises in the context of a License Agreement dated 17 December 2009 executed between the petitioner and the respondent. The agreement envisages resolution of dispute by arbitration. The relevant clause in the agreement reads as under:

“21. Any dispute or claim between the parties, hereto arising out of or relating to this agreement, or its implementations and/or its effect, or the breach, termination, due to efflux of time or otherwise, or invalidity thereof, either during its subsistence or

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the 1996 Act”, hereinafter

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AN HARI SHANKAR
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after its termination, shall be referred to the arbitration of a sole arbitrator in accordance with the provisions of Arbitration and Conciliation Act 1996. The Arbitration shall be held at Delhi.”

4. Disputes having arisen between the parties, the petitioner, invoked arbitration by notice dated 12 December 2022 issued under Section 21 of the 1996 Act.

5. The respondent replied to the said notice on 1 February 2023, but did not condescend to the reference of the dispute to arbitration. The petitioner has therefore, approach this Court under Section 11(6) of the 1996 Act.

6. The claim amount of the petitioner is stated to be in the reign of ₹ 8 lakhs.

7. Accordingly, this Court refers the dispute to Delhi International Arbitration Centre (DIAC) to appoint a suitable arbitrator to arbitrate on the dispute.

8. The arbitration shall take place under the aegis of the DIAC and shall abide by its rules and regulations.

9. The arbitrator shall be entitled to charge fees as per the schedule of fees maintained by the DIAC.

10. The learned arbitrator is also requested to file requisite disclosure under Section 12(2) of the 1996 Act within a week of entering on the reference.

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11. This Court has expressed no opinion on any aspect of the matter preliminary or on merits. All aspects shall remain open for argument before the learned arbitrator.

12. The petition stands allowed in the aforesaid terms.

C.HARI SHANKAR, J

SEPTEMBER 5, 2024

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Click here to check corrigendum, if any

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