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IN THE HIGH COURT OF DELHI AT NEW DELHI

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ARB.P. 816/2023 & I.A. 23254/2023

COLLIERS INTERNATIONAL

(INDIA) PROPERTY SERVICES PVT LTD Petitioner

Through: Mr. Harsh Gurbani, Mr. Keshav
Ahuja and Ms. Shivali Sharma.
Advocates.

versus

ASMINA TRADING PRIVATE

LIMITED & ANR.

..... Respondents

Through: Mr. Abhay Anand, Advocate for
R-1.

CORAM:

HON'BLE MR. JUSTICE PRATEEK JALAN

ORDER

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04.03.2024

1. Learned counsel for the petitioner and respondent No.1 state that their attempt to settle their disputes in mediation has failed. Respondent No.2 has not yet entered appearance.

2. In any event, the dispute resolution clause in the present case reads as follows:

"5 DISPUTE RESOLUTION

(a) Any and all disputes or controversies arising, out of or in connection with the interpretation, performance or non-performance, or termination of this Agreement or which are in any manner connected to or touching upon it, shall to the extent possible, be settled in the first instance by prompt and good faith negotiations between the parties. The parties agree that if a dispute or controversy cannot be resolved by mutual consent within a period of thirty (30) days from the day on which written notice of such dispute is given by one party to the



other, the dispute controversy or deadlock shall be finally settled by arbitration, if consented to by both the parties in writing.

(b) All arbitral proceeding in relation to this Agreement shall be conducted in accordance with the provisions of the Indian Arbitration and Conciliation Act, 1996, by a sole Arbitrator to be appointed mutually by both parties within 60 days from the day on which both parties consent to arbitrate. All order and awards made in arbitral proceedings shall be in writing. All expenses will be equally divided between both the parties.

(c) Arbitration may be commenced during or after the term of this Agreement. During the pendency of any arbitration, unless the Agreement has been terminated by either party, each party shall continue to perform its obligations hereunder and Service provider shall not in any manner suspend, slow or otherwise defer or affect the services in any manner under this Agreement because of the pendency of such arbitration proceedings.

(d) The venue of the arbitration shall be in Delhi, India and the language of the arbitral proceedings and all document and communications between the parties shall be in English.

(e) The arbitration awards shall be final, conclusive and binding on both the parties.”

[Emphasis Supplied.]

3. In view of the fact that the arbitration was conditional upon consent by the parties, Mr. Harsh Gurbani, learned counsel for the petitioner, seeks permission to withdraw this petition with liberty to the petitioner to agitate its claims by way of civil remedies.

4. The petition, alongwith pending application, is dismissed as withdrawn with liberty as aforesaid.

PRATEEK JALAN, J

MARCH 4, 2024

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