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

+ **ARB.P. 863/2024**

COLLIERS INTERNATIONAL (INDIA)

PROPERTY SERVICES PVT. LTD.

.....Petitioner

Through: Mr Pulkit Deora and Mr Harsh
Gurbanz, Advs.

versus

VIPUL IT INFRA-SOFT PVT. LTD.

.....Respondent

Through: Ms Roshni Ojha, Adv. (through VC)

CORAM:

HON'BLE MR. JUSTICE JASMEET SINGH

ORDER

03.09.2024

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1. This is a petition filed under Section 11 of the Arbitration and Conciliation Act, 1996 seeking appointment of an Arbitrator for adjudication of disputes between the parties.
2. The facts are that the petitioner and the respondent entered into a Service Agreement wherein the respondent engaged the petitioner to provide property management services at the site 'Logix Technova' for a period of one year w.e.f. 01.04.2019. The tenure of the Service Agreement expired on 31.03.2020 but the petitioner continued to perform the services on the assurance of the respondent that the Service Agreement would be renewed.
3. On 22.07.2020 the Service Agreement was extended for a further period of one year.
4. Subsequently, a Letter of Intent ('LOI') was issued by the respondent for revising the scope of work for a revised monthly charge of Rs 2,83,904/.



5. Since the respondent failed to pay the amounts due and payable to the petitioner, the petitioner filed a civil suit for recovery being CS (COMM.) 393/2022. In the said suit the respondent filed an application under Section 8 of the Arbitration and Conciliation Act, 1996 relying on Clause 4 of the Service Agreement dated 01.04.2019 which reads as under:

“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 proceedings 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 orders 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 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.”

6. *Vide* order dated 23.11.2023 passed in CS (COMM.) 393/2022 the petitioner agreed to resort to arbitration mechanism to resolve the disputes between the parties.

7. The petitioner invoked arbitration *vide* Legal Notice dated 05.01.2024.

8. When the present petition came up for hearing, notice was issued on 01.07.2024 and pursuant to the notice being issued, Ms Ojha, learned counsel appears for the respondent states has no objection to the appointment of an Arbitrator.

9. For the said reasons, the petition is allowed. Since the parties are still having disputes between them, the following directions are issued:-

i) Mr. Shrey Chathly, Advocate (Mob. No. 9910211045) 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 Delhi International Arbitration Centre (DIAC) (Administrative Cost and Arbitrators Fees) Rules, 2018.

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/counter-claims and 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.

10. The petition is allowed and disposed of in the aforesaid terms.

JASMEET SINGH, J

SEPTEMBER 3, 2024

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Click here to check corrigendum, if any