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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**
+ **ARB.P. 1160/2022**
BVG INDIA LTD

..... Petitioner

Through: Ms. Kiran Singh, Mr. Ajay Sharma,
Advs.

versus

**EDUFUNDAE VENTURES PVT LTD THROUGH ITS
AUTHORISED SIGNATORY SH. SUNIL KAPOOR**

..... Respondent

Through: Mr. RK Shokeen, Adv.

**CORAM:
HON'BLE MR. JUSTICE JASMEET SINGH**

ORDER

10.04.2024

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1. This is a petition seeking appointment of the arbitrator in terms of clause 12 of the agreement dated 12.04.2022. It reads as under:-

“12. DISPUTE RESOLUTION, JURISDICTION AND GOVERNING LAW”

- a. *In the event of any claim, dispute or difference relating to or arising out of this Agreement the Parties to the dispute shall attempt in the first instance to amicably resolve such dispute through mutual consultations.*
- b. *A dispute will be deemed to arise when one Party serves on the other Party a notice stating the nature of the dispute ('Notice of Dispute'). If the dispute is not resolved within 30 days from the date of commencement of discussions or such longer period as such Parties may mutually agree in writing then a Party may refer the dispute to arbitration.*
- c. *The arbitration proceedings shall be conducted in*



accordance with the Arbitration and Conciliation Act, 1996 ("Act") as amended from time to time. The arbitration shall be conducted by a sole arbitrator, appointed by the Parties, and the decision of the Arbitrator shall be final and binding upon the Parties. The venue and seat of arbitration proceedings shall be at New Delhi. The language for such Arbitration shall be in English.

d. This Agreement and the relationship between the Parties hereto shall be governed by and interpreted in accordance with Indian law. The courts at Delhi shall have exclusive jurisdiction in relation to all matters arising out of this Agreement."

2. The petitioner invoked the arbitration clause vide legal notice dated 28.06.2022.
3. Since the disputes were pending, the present petition has been filed.
4. Mr. Shokeen, learned counsel for the respondent appears through video conferencing mode and states that the respondent has no objection to appointment of the sole arbitrator.
5. With consent of parties, the following directions are issued:-
 - i) Mr. Nitin Gupta, Advocate (Mob. 9811369652) 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 Fourth Schedule of the Arbitration & Conciliation Act, 1996.
 - 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 on 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.
6. The petition is allowed and disposed of in the aforesaid terms.

JASMEET SINGH, J

APRIL 10, 2024 / (MS)

Click here to check corrigendum, if any