



\$~4

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

+ **ARB.P. 1179/2022**

G4S SECURE SOLUTIONS INDIA PRIVATE LIMITED

..... Petitioner

Through: Mr. B. L. N. Sanjit, Adv.

versus

S K CONTRACTS PVT LTD

..... Respondent

Through: None.

CORAM:

HON'BLE MR. JUSTICE DINESH KUMAR SHARMA

ORDER

04.03.2024

%

1. By way of the present petition filed under Section 11(6) of the Arbitration and Conciliation Act, 1996 (hereinafter, referred to as the 'A&C Act'), the petitioner seeks appointment of an Arbitral Tribunal comprising of a Sole Arbitrator to adjudicate the disputes between the parties.
2. Learned counsel for the petitioner submits that the parties had entered into an Agreement for guarding services dated 05.08.2016. It is submitted that the said Agreement for guarding services contains an arbitration clause (Clause-42-43), which provides that all disputes, with respect to the said agreement, shall be referred to arbitration as per provisions of the A&C Act, and further provides that the place of arbitration would be at Delhi.
3. Disputes having arisen between the parties, the petitioner invoked



arbitration vide legal notice dated 30.11.2017.

4. Notice was issued to the respondent. However, the same has not been served.
5. Learned counsel for the petitioner submits that the respondent has also been served through email. The data of the Ministry of Corporate Affairs has been filed. However, it is not on record. Let it be brought on record.
6. Learned counsel has shown the hard copy and perusal of the same indicates that the summons have been sent to the address given on the MCA website as well as the email has been sent on the same email id.
7. Section 3 of the Arbitration and Conciliation Act provides as under:

Receipt of written communication- (I) Unless otherwise agreed by the parties

(a) any written communication is deemed to have been received if it is delivered to the addressee personally or at his place of business, habitual residence or mailing address, and

(b) if none of the places referred to in clause (a) can be found after making a reasonable inquiry, a written communication is deemed to have been received if it is sent to the addressee's last known place of business, habitual residence or mailing address by registered letter or by any other means which provides a record of the attempt to deliver it.

(2) The communication is deemed to have been received on the day it is so delivered.

(3) This section does not apply to written communications in respect of proceedings of any judicial authority.

8. Since the notices have duly been served on the registered address / last known place of business, the respondents are deemed to be served. It is also pertinent to mention that the same address is in the agreement executed between the parties.



9. In view of the above, the present petition is disposed of with the following directions:
- i) The disputes between the parties under the said agreement are referred to the arbitral tribunal.
 - ii) DIAC shall nominate an Arbitrator to adjudicate the disputes between the parties.
 - iii) 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 Schedule IV of the A&C Act.
 - iv) The learned Arbitrator is requested to furnish a declaration in terms of Section 12 of the Act prior to entering into the reference.
 - v) 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.
 - vi) The parties shall approach the learned arbitrator within two weeks from today.

DINESH KUMAR SHARMA, J

MARCH 4, 2024/AR..