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IN THE HIGH COURT OF DELHI AT NEW DELHI

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ARB.P. 1082/2023

M/S MODERN STAGE SERVICE

..... Petitioner

Through: Mr. Satish Sahai, Adv.

versus

M/S C.S. DIREKT EVENTS AND EXHIBITION PVT LTD AND
ORS.

..... Respondent

Through: Mr. Aman Sareen, Mr. Sanjeev
Mahajan, Ms. Sarika V Mahajan, Mr. Afesh
Kumar, Advs.

CORAM:

HON'BLE MR. JUSTICE JASMEET SINGH

ORDER

30.01.2024

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1. This is a petition filed under Section 11(6) of the Arbitration and Conciliation Act, 1996 seeking appointment of an Arbitrator to adjudicate the disputes between the parties.
2. The arbitration Clause is contained in Clause 23 of the Joint Venture Agreement dated 17.03.2020 which reads as under:-

“23. ARBITRATION

23.1 Any dispute, controversy or claim arising out of or In relation to this Agreement or for that matter, the breach, termination or invalidity thereof shall be settled, insofar as it is possible, by mutual consultation and consent

23.2 if the Parties should be unable to reach mutual consent within thirty (30) working days after the notice by any Party of the dispute, the question shall be settled by arbitration. The award of the arbitrators shall be final and binding upon the Parties hereto.

23.3 Subject to Clause 23.1 and Clause 23.2 above, all disputes or differences whatsoever which shall at any time



hereafter whether during the continuance in effect of this Agreement or upon or after its discharge or determination arise between the Parties hereto concerning this Agreement or its project execution or effect or as to the rights, duties and liabilities of the Parties hereto concerning or in relation to the subject matter of this Agreement shall be finally settled in accordance with the Rules of the Indian Arbitration and Conciliation Act, 1996. Each Party to the dispute shall appoint one arbitrator within thirty(30) business days after the expiry of the period referred to in Clause 23.2 and the two (2) arbitrators so appointed shall jointly agree on a third arbitrator. Provided that all the three (3) Arbitrators to be appointed under this Section 23.3, shall be qualified to practice Indian law. If the said two (2) arbitrators are unable to agree upon the appointment of a third arbitrator within thirty (30) business days after the Parties have appointed their respective arbitrators, such third arbitrator shall be appointed by the Indian Council of Arbitration. The Arbitration under this Section 23.3 shall be held at Delhi and the language of the Arbitration-shall be in English.”

3. Even though the arbitration Clause contemplates the appointment of three Arbitrators, both learned counsels for the parties are agreeable to appointment of a Sole Arbitrator.
4. For the said reasons, the petition is allowed. Since the parties are still having disputes between them, the following directions are issued:-
 - i) Mr. Raj Panjwani, Sr. Adv. (Mob. No. 011-23381975, 011-22754012) 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.
5. The petition is allowed and disposed of in the aforesaid terms.

JANUARY 30, 2024 / (MS)

JASMEET SINGH, J

Click here to check corrigendum, if any