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

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**ARB.P. 1054/2024 & I.A. 35291/2024**

**VIKAS LIFECARE LIMITED**

.....Petitioner

Through: Mr. Harsh Sethi, Mr. Ankur Garg,  
Mr. Anant Nigam, Mr. Raghav  
Luthra, Mr. Devanshu Chauhan,  
Mr. Mohit Kumawat, Advocates.

versus

**A P SECURITAS PRIVATE LIMITED & ORS.** .....Respondents

Through: Mr. Yogesh Jagia, Mr Amit Sood,  
Mr. Chandan Dutta, Mr. Hirday  
Minocha and Mr. Aditya Jagia,  
Advocates for R-1 to 3.  
Mr. Mohit Nandwani, Advocate  
for R-3.

**CORAM:**

**HON'BLE MR. JUSTICE PRATEEK JALAN**

**ORDER**

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**02.08.2024**

1. The petitioner has filed this petition for appointment of an Arbitral Tribunal to adjudicate disputes between the parties under an Memorandum of Understanding dated 12.1.2022 ["MOU"].

2. The MOU contains an arbitration clause, which is in the following terms:

**"8. Arbitration**

*All disputes and difference, if any, which may arise between the parties hereto relating to or in any manner concerning or affecting there presents and which are not be settled by mutual discussion shall be referred to arbitration in accordance with the provisions of the Arbitration and Conciliation Act, 1996 or any statutory modification or*

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*re-enactment thereof for the time being in force. The arbitration tribunal shall consist of three arbitrators, one of whom shall be appointed by each party and the third arbitrator shall be appointed by the two arbitrators appointed by the parties. Any decision of the arbitral tribunal shall be made by a majority of its members. The Seat and Venue of arbitration hearing shall be in Delhi and the Language shall be English. Each Party shall bear their own cost of arbitration and the cost of arbitrator shall be borne by the Parties equally. The award of the Arbitrator shall be final and binding on the Parties.”*

3. Disputes having arisen between the parties, the petitioner invoked arbitration by a legal notice dated 06.06.2024 addressed to the respondents. Respondent Nos.1 and 3, through counsel, replied to the notice on 13.06.2024 denying the existence of any disputes, and also seeking amicable resolution in terms of the arbitration clause. Although there was some further correspondence between the parties, they were unable to achieve consensus on the constitution of the Arbitral Tribunal, which has led to the institution of this petition.

4. I have heard Mr. Harsh Sethi, learned counsel for the petitioner, Mr. Yogesh Jagia, learned counsel for respondent Nos.1 to 3 and Mr. Mohit Nandwani, learned counsel for respondent No.4.

5. At the request of Mr. Sethi, respondent Nos.5 and 6 are dropped from the array of parties. He states that the petitioner has no claim against them, and they will not be impleaded in the arbitration, although they are signatories to the agreement. Mr. Nandwani states that respondent No.4 is in fact a subsidiary of the petitioner and has no objection to the relief sought.

6. During the course of hearing, Mr. Sethi and Mr. Jagia consent to an order in the following terms:

- a. The parties are referred to mediation under the aegis of Samadhan,



Delhi High Court Mediation and Conciliation Centre, Shershah Road, New Delhi-110503.

- b. They will appear before the learned Mediator on 07.08.2024.
- c. In the event the disputes are not settled in mediation, they will be referred to arbitration of a three member Tribunal as provided in the MOU. The petitioner has already nominated Hon'ble Dr. Justice Satish Chandra, former Judge of Allahabad High Court as a member of the Arbitral Tribunal. Respondent Nos.1 to 3 will nominate a second member of the Arbitral Tribunal within a period of two weeks from today. The Arbitrators so nominated, are requested to appoint a third Arbitrator within 30 days from the date of appointment, as provided under Section 11 (4) of the Arbitration and Conciliation Act, 1996 ["the Act"], so that the Arbitral Tribunal is constituted within a period of six weeks from today.
- d. In the event the disputes are not settled in mediation, either party may request the Arbitral Tribunal, so constituted, to enter into reference after a lapse of six weeks from today. In the event mediation proceedings are underway, and parties require further time for settlement, they may jointly request the Arbitral Tribunal to defer the reference for a further period as agreed between them.
- e. The arbitration will be held under the aegis of Delhi International Arbitration Centre, Delhi High Court, Shershah Road, New Delhi ["DIAC"], and will be governed by the Rules of DIAC, including as to remuneration of the learned Arbitrators.
- f. The learned Arbitrators are requested to furnish a declaration under Section 12 of the Act, prior to entering upon the reference.



7. It is made clear that all rights and contention of the parties, on maintainability and merits of their claims, are left open for adjudication by the learned Arbitral Tribunal.

8. The petition is disposed of in terms of the aforesaid directions.

**PRATEEK JALAN, J**

**AUGUST 2, 2024**  
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