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

+ ARB.P. 1233/2023

CASA 2 STAYS PVT LTD

..... Petitioner

Through: Mr. Harish Malik, Advocate.

versus

THINK AND LEARN PVT LTD

..... Respondent

Through: Mr. Abhishek Dwivedi, Advocate.

CORAM:

HON'BLE MR. JUSTICE PRATEEK JALAN

ORDER

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09.01.2024

1. By way of the present petition, under Section 11 of the Arbitration and Conciliation Act, 1996, [“the Act”], seeks appointment of an Arbitrator to adjudicate disputes arising between the parties under an Agreement dated 12.03.2021 entitled “*Travel Subscription Agreement*”.

2. The Agreement contains an arbitration clause (Clause 6.6.3) which provides for arbitration by a sole arbitrator. New Delhi has been designated as the seat and venue of arbitration. Disputes having arisen between the parties, the petitioner addressed a legal notice to the respondent on 20.07.2023 calling upon the respondent to make payment for the sum of Rs. 21,74,152/- and interest thereupon. As the respondent did not comply, the petitioner, through counsel, invoked the arbitration clause by a letter dated 29.08.2023. This communication failed to elicit a response, which has led to the institution of the present proceedings.

3. Learned counsel appears on behalf of the respondent pursuant to notice issued on 23.11.2023. He submits that the parties may be referred



to mediation as an attempt is being made to settle the disputes amongst them. Learned counsel for the petitioner also has no objection to a reference to mediation. In fact, he states that the respondent has made some payments to the petitioner after service of the present petition.

4. While accepting the aforesaid statement of learned counsel for the parties, it appears to me that the petition can be disposed of at this stage by referring the parties to arbitration also, in the event mediation proceedings are unsuccessful. The respondent has not raised any dispute as to the existence of availability of the arbitration clause or invocation thereof. I am *prima-facie* satisfied that an arbitration clause exists, and the disputes would require adjudication thereunder if they are settled.

5. For the aforesaid reasons, the petition is disposed of with the following directions:

- 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 16.01.2024.
- c. In the event the mediation proceedings are unsuccessful, the disputes between the parties will be adjudicated by arbitration under the aegis of Delhi International Arbitration Centre, Delhi High Court, Shershah Road, New Delhi [“DIAC”]. DIAC is requested to nominate an Arbitrator from its panel.
- d. The arbitration proceedings will be governed by the Rules of DIAC, including as to remuneration of the learned Arbitrator.
- e. The learned Arbitrator is requested to furnish a declaration under Section 12 of the Act, prior to entering upon the reference.



- f. In order to give the parties an opportunity to settle their disputes, DIAC is requested not to take further steps in the arbitration proceedings until 01.04.2024. After the said date, DIAC will proceed with the arbitration proceedings at the request of either of the parties.
6. It is made clear that this Court has not adjudicated the rights and contentions of the parties on merits, which are reserved for adjudication by the learned Arbitrator.
7. The petition is disposed of with these directions.

PRATEEK JALAN, J

JANUARY 9, 2024
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