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

+ **ARB.P. 1248/2024**

M/S SOFTLINE STUDIO SERVICES

.....Petitioner

Through: Mr. Jitendra Kumar Jha, Mr. Jittender
Rathi, Advocates

versus

**INDIAN TOURISM DEVELOPMENT CORPORATION LTD &
ANR.**

.....Respondents

Through: Mr. Krishan Kumar, Mr. Seemant K.
Garg, Mr. Nitin Pal, Advocates for
Respondent No.1

CORAM:

HON'BLE MR. JUSTICE SUBRAMONIUM PRASAD

ORDER

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09.12.2024

1. This is a petition under Section 11 of the Arbitration & Conciliation Act seeking appointment of Arbitrator for adjudicating the disputes which have arisen between the parties under a tender for operation, maintenance of sound and light/multimedia show in Tilyar Lake, Rohtak, Haryana.
2. It is stated that Petitioner sent a notice dated 19.06.2024 invoking Clause 48 of the tender dated 29.07.2019 which provides for resolution of dispute through arbitration. Clause 48 of the tender document which contains arbitration clause reads as under:-

“48. Except where otherwise provided for in the contract all questions and disputes relating to the meaning of the specifications, designs, drawings and instructions herein before mentioned and as to the



quality of workmanship or materials used on the work or as to any other question, claim, right, matter or thing whatsoever in any way arising out or relating to the Contract, designs, specifications, estimates, instructions, order or these conditions or otherwise concerning the works, or execution or failure to execute the same whether arising during the progress of the work or after the completion or abandonment thereof shall be referred to the Chairman & Managing Director of the India Tourism Development Corporation for appointment of an Arbitrator under the Arbitration & Conciliation Act, 1996 as amended time to time. The sole Arbitrator so appointed shall not have any direct or indirect or any past or present relationship or interest in any of the parties. In this work, Haryana Tourism Corporation Limited shall also be a party in the proceedings before the Court of Law/Arbitration.

The arbitral proceedings shall be held in Delhi. ”

3. A perusal of the above shows that the arbitration proceedings shall be held in Delhi and therefore the seat is determined to be in Delhi. The arbitration clause also shows that Haryana Tourism Corporation Limited shall also be a party before the Court for arbitration. The agreement has been entered into between the Petitioner and the Respondent and therefore for the purport of this application under Section 11 of the Arbitration & Conciliation Act all the necessary parties have been impleaded. It is however open for the Respondent to move an appropriate application before the learned Arbitrator for impleading the Haryana Tourism Corporation Limited also, which is also for the Arbitrator to take a decision as to whether it is necessary or proper party or not.
4. Accordingly, Ms. Neera Vaid (Mob. No. 9582619834) is appointed as



a Sole Arbitrator to adjudicate upon the disputes between the parties.

5. The learned Arbitrator shall be entitled to fees as per the Schedule of Fee under the Arbitration & Conciliation Act, 1996.

6. The learned Arbitrator is also requested to file the requisite disclosure under Section 12(2) of the Arbitration & Conciliation Act, 1996 within a week of entering on reference.

7. All rights and contentions of the parties in relation to the claims/counter-claims are kept open, to be decided by the learned Arbitrator on their merits, in accordance with law.

8. Needless to say, nothing in this order shall be construed as an expression of this Court on the merits of the contentions of the parties.

9. The present petition stands disposed of in the above terms along with pending application(s), if any.

SUBRAMONIUM PRASAD, J

DECEMBER 9, 2024

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