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

+ **ARB.P. 1834/2024 & I.A. 45763/2024**

EXPRO EVENTS AND EXHIBITS

.....Petitioner

Through: Mr. Anurag Ojha, Mr. Vipul Kumar,
Mr. Dipak Raj, Mr. Subham Kumar,
Advs.

versus

MINISTRY OF EXTERNAL AFFAIRS

.....Respondent

Through: Mr. Piyush Gupta, CGSC with Mr
Prateek Gupta, Mr Atishay Jain,
Advs.

CORAM:

HON'BLE MR. JUSTICE SUBRAMONIUM PRASAD

ORDER

13.02.2025

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1. The present petition has been filed under Section 11(6) of the Arbitration and Conciliation Act, 1996 seeking appointment of an Arbitrator to adjudicate upon the disputes which have arisen between the parties under the Agreement dated 22.11.2022 entered into between the parties.

2. Material on record indicates that the Respondent floated a tender for the engagement of Event Management Companies for holding various meetings/events of F20 at designated locations spread across the country. It is stated that Agreement dated 22.11.2022 was executed between the parties. It is stated that the Petitioner has raised the invoices *qua* the duties performed by the Petitioner in relation to the said Agreement but the Respondent has made a part of several invoice and mostly remain unpaid. It



is stated that since the disputes have arisen between the parties regarding payment of bills, the Petitioner *vide* Notice dated 07.09.2024 has invoked arbitration.

3. Clause 10.13 of the Agreement dated 22.11.2022 contains an Arbitration Clause, which reads as under:-

“10.13 Settlement of Dispute and Arbitration: All disputes, differences, and questions arising out of or in any way touching or concerning the contract or the subject matter thereof or the representative’s rights, duties or liability of the parties shall be referred to the sole arbitrator by way of arbitration under the arbitration and conciliation act 1996, and the Arbitration & Conciliation Amendment Act (2015) as amended up to date.”

4. In view of the fact that both the parties are at Delhi, this Court has the jurisdiction to entertain the instant petition.

5. In view of the fact that the disputes have arisen between the parties under the Agreement dated 22.11.2022 and Clause 10.13 of the said Agreement contains an Arbitration Clause, this Court is inclined to appoint Justice Krishna Murari, Former Judge of the Supreme Court of India, (Mob No. 9415308516) as the Sole Arbitrator to adjudicate upon the disputes between the parties.

6. The arbitration would take place under the aegis of the Delhi International Arbitration Centre (DIAC) and would abide by its rules and regulations. The learned Arbitrator shall be entitled to fees as per the Schedule of Fees maintained by the DIAC.

7. The learned Arbitrator is also requested to file the requisite disclosure under Section 12(2) of the Arbitration & Conciliation Act within two weeks



of entering on reference.

8. 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.

9. 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.

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

SUBRAMONIUM PRASAD, J

FEBRUARY 13, 2025

RJ