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

+ **CS(COMM) 1265/2018**

SUN INFONET PVT. LTD.

.....Plaintiff

Through: Mr. Kunal Kher, Advs.

versus

**DS PRO SOUNDS AND LIGHTS THROUGH ITS PROPRIETOR,
MR. THINAGARAN D.**

.....Defendant

Through: Mr. Kunwar Singh, Mr. Vaibhav
Gupta and Mr. Kuldeep Pandey,
Advs.

CORAM:

HON'BLE MR. JUSTICE PURUSHAINDR KUMAR KAURAV

ORDER

% **15.04.2025**

1. The matter has been taken up today, as 14.04.2025 was declared as a holiday on account of Dr. B. R. Ambedkar Jayanti.
2. Having briefly heard learned counsel appearing for the parties, the Court finds that there exists a valid arbitration clause in memorandum of understanding dated 24.02.2014, whereby, the parties mutually agreed for settlement of dispute through arbitration.
3. The aforesaid stipulation reads as under:

“If any dispute arises between the parties regarding the interpretations of any of the clauses of this MOU or the rights or liabilities thereunder or in relation to any other matters whatsoever touching this MOU shall be referred to and settled by arbitration as per the provisions of the Arbitration Act in force from time to time.”
4. It is thus seen that the dispute is amenable to be adjudicated by the arbitrator. It is explicitly evident that where there exists an arbitration clause



in the event any dispute arises between the parties, there is no impediment in appointing an independent Sole Arbitrator for adjudicating the disputes. Reference can be made to the decisions of the Supreme Court in *Perkins Eastman Architects DPC v. HSCC (India) Ltd.*,¹ *TRF Limited v. Energo Engineering Projects Ltd.*,² *Bharat Broadband Network Limited v. United Telecoms Limited.*,³ and *Interplay between Arbitration Agreements under the Arbitration & Conciliation Act, 1996 & the Indian Stamp Act, 1899, In re*⁴.

5. It is for the aforesaid reason, the parties during the course of hearing agreed for appointment of Arbitrator.

6. In view of the aforesaid, the Court appoints Mr. Justice Ali Mohammad Magrey, former Chief Justice of the High Court of Jammu & Kashmir and Ladakh (Mobile No: + 91 60055-09928, e-mail id: Justicemagrey@gmail.com) is appointed as the sole Arbitrator.

7. 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.

8. The learned arbitrator is also requested to file the requisite disclosure under Section 12 (2) of the Act within a week of entering on reference.

9. The registry is directed to send a receipt of this order to the learned arbitrator through all permissible modes, including through e-mail.

10. All rights and contentions of the parties in relation to the

¹ (2020) 20 SCC 760

² (2017) 8 SCC 377

³ 2019 SCC OnLine SC 547

⁴ 2023 SCC OnLine SC 1666.



claims/counter-claims are kept open, to be decided by the learned Arbitrator on their merits, in accordance with law.

11. The petition stands disposed of in the aforesaid terms.

12. At this stage, Mr. Kunal Kher, learned counsel for the petitioner places reliance on a decision of this Court in *RV Solutions (P) Ltd. v. Ajay Kumar Dixit*⁵, and contends that under the similar circumstances, the Court directed for refund of the Court fees.

13. The Court also takes note of the fact that the parties on their own volition agreed for appointment of Arbitrator, and, therefore, in the interest of justice, the 50% of the Court fees is directed to be refunded to the petitioner.

PURUSHAINdra KUMAR KAURAV, J

APRIL 15, 2025

Aks/SPH

Click here to check corrigendum, if any

⁵ 2019 SCC OnLine Del 6531