

\$~A-3

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

%

**Date of decision: 28.02.2020**

+ ARB.P. 35/2020

**KHETAL & AGRAWAL ADVISORS THROUGH MR. KUNAL  
WALIA** ..... Petitioner

Through Mr. T. Srinivasa Murthy, Mr. Senthil  
G. and Ms. Suriti Choudhary,  
Advocates.

versus

**THINK DESIGN COLLABORATIVE PVT. LTD. ....** Respondent  
Through Mr. V.P. Dalmia, Mr. Manish Tully,  
Mr. Rajat Jain and Mr. Aditya,  
Advocates.

**CORAM:**

**HON'BLE MS. JUSTICE JYOTI SINGH**

**JYOTI SINGH, J. (ORAL)**

1. This is a petition under Section 11(6) of the Arbitration & Conciliation Act, 1996 ('Act') for appointment of a Sole Arbitrator.
2. Disputes have arisen between the parties relating to a Contract entered into between them on 25.01.2017.
3. The said Contract contains an Arbitration Clause, being Clause 15, which reads as under:

*a. Any dispute, controversy or claim arising out of or related to this agreement or breach thereof, shall be settled by Arbitration. Conducted by a Sole arbitrator appointed mutually by both the Parties. The arbitration proceedings shall be conducted in New Delhi and the same shall be governed by the provisions of the Indian Arbitration and*

*Conciliation Act, 1996 or any statutory modifications as may be then in force. "*

4. Notice invoking arbitration was sent by the petitioner on 22.10.2019 seeking the appointment of an Arbitrator. Since there was no response from the respondent, the present petition has been filed.
5. The respondent has filed a reply. The only objection taken in the reply was that the agreement is not enforceable in law as it is not duly stamped. Reliance was placed on Section 33 of the Indian Stamp Act to this effect.
6. Learned counsel for the petitioner submits that the agreement is now duly stamped and the penalty has been paid. Copy of the document has been handed over in Court with an advance copy to the counsel for the respondent who submits that the agreement is now stamped in accordance with law. Learned counsel, on instruction from the respondent, submits that the respondent has no objection to the Arbitrator being appointed by this Court.
7. Learned counsels for the parties jointly submit that the matter be referred to Delhi International Arbitration Centre ('DIAC') to adjudicate the disputes between the parties. Accordingly the matter is referred to the DIAC for appointment of a Sole Arbitrator.
8. The proceedings would be conducted in accordance with the procedure of the DIAC and under the aegis of the DIAC.
9. The learned Arbitrator shall give disclosure under Section 12 of the Act before entering upon reference.
10. Fee of the Arbitrator shall be fixed as per Fourth Schedule of the Act.
11. Copy of the order be sent to the DIAC for appointment of a Sole Arbitrator.

12. The present petition is accordingly disposed of in the aforesaid terms.

**JYOTI SINGH, J**

**FEBRUARY 28, 2020**

yo /

