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

+ **ARB. P. 23/2018**

NATIONAL INTERNET EXCHANGE
OF INDIA

..... Petitioner

Through Mr Ravi Kishore, Advocate.

versus

SANJEEV RAMNIWAS GOYAL

..... Respondents

Through: Mr Shashank Garg, Advocate.

CORAM:

HON'BLE MR. JUSTICE VIBHU BAKHRU

ORDER

% **12.04.2019**

I.A. No. 3733/2019

1. Allowed, subject to all just exceptions.
2. The application is disposed of.

I.A. No. 3732/2019

3. This application has been filed by the respondent in the above captioned petition filed by the National Internet Exchange of India (hereafter 'NIXI') under Section 11 of the Arbitration and Conciliation Act, 1996 (hereafter 'the Act'). The applicant contends that the main petition was in respect of two agreements, namely, ".IN Registrar Accreditation Agreement" dated 24.02.2014 and ".IDN Registrar Accreditation Agreement" dated 09.09.2014. Accordingly, the applicant had filed claims relating to both the said agreements before the Arbitral Tribunal.

4. Mr Garg, learned counsel for the applicant, has drawn the attention

of this Court to Paragraph 5 of the main petitioner under Section 11 of the Act, which although mentions the date of agreement as 09.09.2014, but refers to the Agreement dated “.IN Registrar Accreditation Agreement. He claims that the applicant was always under the impression that the arbitration has been invoked in respect of both the agreements, namely, “.IN Registrar Accreditation Agreement” dated 24.02.2014 and “.IDN Registrar Accreditation Agreement” dated 09.09.2014. He also states that the applications filed by NIXI under Sections 9 and 17 of the Act were also in respect of both the said agreements.

5. Mr Kishore, learned counsel appearing for NIXI, submits that NIXI would have no objection if the same tribunal is constituted to examine the disputes in regard to the other agreement as well. However, the Arbitral Tribunal, as constituted, is a Tribunal constituted to decide the disputes in terms of “.IDN Registrar Accreditation Agreement” dated 09.09.2014.

6. There is no controversy that disputes have arisen between the parties in respect of both the agreements and the Arbitration Clause in both the agreements is identically worded.

7. It is also apparent that there is confusion as to which Agreement was referred to by NIXI in its application, as the agreement was referred as the “.IN Registrar Accreditation Agreement” but the date indicated was that of the “.IDN Registrar Accreditation Agreement”. However, this Court is of the view that the said controversy need not detain this Court, as NIXI is agreeable to constitute the same tribunal for resolution of the disputes regarding the other agreement as well. Thus, in order to avoid any further controversy or confusion, it is directed that the petitioner would be at liberty to move an application under Section 11 of the Act for

constitution of an Tribunal to decide the disputes with regard to the “.IN Accreditation Agreement” dated 24.02.2019 and the same tribunal could consider the disputes in respect of the “.IN Registrar Accreditation Agreement” as well.

8. In view of the above, the present proceedings are deferred to enable the petitioner to invoke the arbitration clause in respect of the agreement dated 24.02.2019 and to file an application under Section 11 of the Act, if necessary.

9. List on 03.05.2019.

VIBHU BAKHRU, J

APRIL 12, 2019

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