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* IN THE HIGH COURT OF DELHI AT NEW DELHI

+ ARB.P. 114/2023

PREPLADDER PRIVATE LIMITED

..... Petitioner

Through: Ms. Vidushi Jain, Adv.

versus

DR VIVEK JAIN

..... Respondent

Through: Mr. Neilhildreth, Mr. Rahul Jain and
Mr. Kshitiz Arya, Advs.

CORAM:

HON'BLE MR. JUSTICE SACHIN DATTA

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O R D E R
27.04.2023

1. The present petition under Section 11 (6) of the Arbitration and Conciliation Act (*in short “A & C Act”*), 1996 seeks appointment of a Sole Arbitrator to adjudicate the disputes between the parties. The disputes between the parties have arisen in the context of a License Agreement dated 03.08.2020. The said License Agreement contains an arbitration clause, in the following terms:

“13.2 That all disputes, differences, claims and questions, whatsoever, which shall arise either during the subsistence of this Agreement or afterwards between the parties and/ or their respective representatives touching these presents or any clause herein, contained or otherwise in any way relating to or arising from these presents shall be referred to arbitration by a single Arbitrator, who shall be appointed mutually by both the parties and such arbitration shall be in accordance with and subject to the provisions of the Arbitration and Conciliation Act, 1996 or any statutory modification or re-enactment thereof and the rules made thereunder, for the



time being in force. The Arbitration proceedings shall be held at Delhi and the Courts at Delhi alone shall have the exclusive jurisdiction to entertain any matter arising out of or touching upon the matters relating to the arbitration proceedings between the parties to the present Agreement."

2. Disputes having arisen between the parties under the aforesaid License Agreement, an invocation notice dated 28.11.2022 was sent by the petitioner to the respondent.
3. The disputes sought to be raised by the petitioner are, *inter-alia*, on account of alleged failure on the part of the respondent to provide the content as per the scope of work and alleged failure to comply with terms of the aforesaid license agreement.
4. Learned counsel for the respondent controverts the contentions raised on behalf of the petitioner. He further submits that it is the petitioner who has acted in flagrant breach of the aforesaid License Agreement. He submits that the respondent has certain counter claim(s) against the petitioner which are also required to be adjudicated.
5. Respective counsels for the parties do not dispute the existence of the arbitration agreement between the parties.
6. Since the arbitration agreement between the parties is admitted, an arbitral tribunal is to be constituted to adjudicate the disputes between the parties.
7. It is further agreed by respective counsel for the parties that an independent Sole Arbitrator be appointed to adjudicate the disputes between the parties.
8. Accordingly, Mr. Rajesh Ranjan, Advocate (Mob. No. 9810003146) is appointed as the Sole Arbitrator to adjudicate the disputes between the parties.



9. The learned Sole Arbitrator may proceed with the arbitration proceedings subject to furnishing to the parties requisite disclosures as required under section 12 of the A & C Act; and in the event there is any impediment to the appointment on that count, the parties are given liberty to file an appropriate application in this court.
10. The learned Sole Arbitrator shall be entitled to fee in accordance with Fourth Schedule to the A&C Act; or as may otherwise be agreed to between the parties and the learned Sole Arbitrator.
11. 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.
12. 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.
13. The present petition stands disposed of, in above terms.

SACHIN DATTA, J

APRIL 27, 2023/ssc