

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

Date of Reserve: 17.2.2009
Date of Order: 19th February, 2009

Arb. P. No. 15/2006

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19.2.2009

M/s Supreme Hi-Fidelity Pvt. Ltd. ... Petitioner
Through: Mr. Prag Chawla, Advocate

Versus

M/s Streamline Car Decorators ... Respondent
Through: Mr. P.K.Bajaj, Advocate

JUSTICE SHIV NARAYAN DHINGRA

1. Whether reporters of local papers may be allowed to see the judgment?
2. To be referred to the reporter or not?
3. Whether judgment should be reported in Digest?

JUDGMENT

This arbitration petition has been made under Section 11(5) of the Arbitration and Conciliation Act, 1996 by the petitioner company relying on a consignee agreement, attached as annexure A-2 with the application. It is stated that the consignee agreement contains an agreement clause for reference of dispute between the Petitioner Company and respondent to an Arbitrator. The petitioner has raised a claim of sum of Rs.3,13,205/- against the respondent.

2. A perusal of consignee agreement shows that the agreement is between Supreme Electronics entered through its partner Mrs. Manmeet Chaudhry and M/s Streamline Car Decorators. There is no consignee agreement between Petitioner Company and the respondent. A perusal of the application does not show how the petitioner has relied upon this consignee agreement between Supreme Electronics and the respondent for settlement of arbitration dispute between the petitioner and the respondent. The application also does not disclose that identity of Supreme Electronics had merged with the Petitioner Company at any point of time. Since, there is no arbitration agreement between the parties no dispute can be referred under Section 11(5) of the Arbitration and Conciliation Act, 1996 to the Arbitrator. The petition is liable to be dismissed and is hereby dismissed.

February 19, 2009
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SHIV NARAYAN DHINGRA, J.