

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

% **Order delivered on: 19th August, 2016**

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ARB.P. 695/2015

AL NAFEEES FROZEN FOOD EXPORTS PVT. LTD. Petitioner
Through Mr.Sumit Sarna, Adv. with
Mr.Rovin Chaudhary, Adv.

versus

RELIABLE AGRO FOODS & ORS. Respondents
Through Ms.Ragini, Adv. with Ms.Vaibhavi
Sharma and Ms.Mehak Nakra,
Adv.

CORAM:
HON'BLE MR.JUSTICE MANMOHAN SINGH

MANMOHAN SINGH, J.

1. The present petition has been filed by the petitioner under Section 11(5) of Arbitration & Conciliation Act, 1996 seeking for the appointment of a sole Arbitrator to adjudicate the disputes arisen between the parties to the Agreement dated 1st August, 2015.
2. The brief facts of the case as per the petition are that the parties entered into an Agreement dated 1st August, 2015 for using the slaughter house of the respondents by the petitioner.
3. On 28th August, 2015, the petitioners required the following documents from the respondents:-
 - i) Government document bearing correct address of factory;
 - ii) Partnership deed of M/s Reliable Agro Foods;
 - iii) RCMC Certificates of both M/s Reliable Agro Foods and M/s Javed Qureshi Exports and

- iv) No objection certificate from M/s Javed Qureshi Exports being intimated to them through various telephonic calls by the petitioner as well as vide communication dated 28th August, 2015.

3.1 The petitioner issued the reminder on 8th September, 2015 to the respondent in view of the communication dated 28th August, 2015 and also served a notice for initiating the arbitration proceedings.

4. During the period from 1st August, 2015 till 15th October, 2015 as per the case of the petitioner, the respondents had slaughtered animals of the petitioner but the petitioner could not sell them since no requisite documents were provided by the respondents.

5. On 16th April, 2015, as per the petitioner, the respondents had stopped slaughtering animals of the petitioner in violation of the Agreement entered into between the parties. Thereafter, the petitioner had filed the present petition in November, 2015.

6. Reply to the petition has been filed on behalf of respondents who through their counsel at the time of hearing had taken two main objections, wherein it was stated that prior to the filing of petition, the respondent No.3 herein had already instituted civil proceedings against the defendants No.1 and 2 and the plaintiff sought multiple reliefs including the relief of cancellation/setting aside the alleged Agreement dated 1st August, 2015 which had been registered as Regular Civil Suit No.108/2015 and the same is pending. Secondly, this Court has no territorial jurisdiction to entertain the present petition.

7. As far as the signatures on the Agreement dated 1st August, 2015 on behalf of all the partners are concerned, the same is

admitted in the suit filed by it under the Partnership Act, 1932, wherein the act of one partner binds the other partners also.

8. As far as second argument is concerned, the arbitration clause reads as under:

“Any dispute arising out of this agreement shall be subject to the jurisdiction of courts of Delhi only.”

It appears from the said clause that only Delhi Court will have jurisdiction. Thus, the prayer made in the present petition is allowed.

9. Accordingly, Dr. Justice M.K. Sharma, retired Judge of Supreme Court (Mobile No.9818000190) is appointed as sole Arbitrator to adjudicate the disputes between the parties as mentioned in the present petition. The parties are also allowed to file their respective claims and counter-claims before the Arbitrator. Liberty is granted to the respondent to raise all the objections in accordance with the provisions of amended Act before the Arbitrator.

10. The Arbitrator shall ensure the compliance of the provisions of Arbitration and Conciliation (Amendment) Act, 2015 before commencing the arbitration. The fees of the learned Arbitrator shall be in terms of the schedule of the amended Act. The parties to appear before the Arbitrator on 13th September, 2016 at 4:00 pm for directions.

11. The petition is accordingly disposed of.

12. Copy of this order be given *dasti* to the learned counsel for the parties and a copy thereof be delivered to the learned Arbitrator forthwith.

(MANMOHAN SINGH)
JUDGE

AUGUST 19, 2016