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IN THE HIGH COURT OF DELHI AT NEW DELHI

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ARB.P. 681/2016

SUNIL AGARWAL

..... Petitioner

Through: Mr. Shivom Garg, Advocate.

versus

EPICU AGRO PRODUCTS PRIVATE LTD.

..... Respondent

Through: Mr. H.S. Kanwar, Advocate.

CORAM: JUSTICE S. MURALIDHAR

ORDER

16.01.2017

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1. This is a petition under Section 11(6) of the Arbitration and Conciliation Act, 1996 ('Act') seeking the appointment of an Arbitrator to adjudicate the disputes between the parties arising out of an agreement dated 1st April, 2014 whereby the Petitioner was appointed by the Respondent as a Super Stockist for their Tetra Pack Slip Pack.

2. The agreement was for the period 1st April, 2014 to 31st March, 2015. The case of the Petitioner is that the Respondent acted in the arbitrary manner while terminating the agreement. The Petitioner claims that goods worth Rs.1,91,146 were still lying at the godown of the Petitioner at that time. According to the Petitioner, the total amount owned by the Respondent to him is Rs.9,79,994. It is this dispute that the Petitioner seeks to refer to arbitration.

3. Learned counsel for the Respondent submitted that according to the Respondent, nothing was owed to the Petitioner after the termination of the agreement on 31st March, 2015. In the reply filed to the present petition, it is contended that there was no cause of action after the completion of the agreement period.

4. It is trite to mention that the arbitration agreement as spelt out in the related clauses does not come to an end merely because the period of the main agreement has come to an end. The existence of such a clause and the fact that the Petitioner has invoked it by sending a legal notice to the Respondent on 13th April, 2016 is not in dispute. As far as tenability of the claim is concerned, that can be examined in arbitration.

5. The Court, accordingly, proposes that Mr. Rahul Chaudhary, Advocate (Mob. No.9810567864) be appointed as sole Arbitrator to adjudicate the disputes between the parties including their claims and counter-claims. The arbitration shall take place under the aegis of the Delhi International Arbitration Centre ('DAC'). In the first instance, the proposed Arbitrator will make a disclosure to the DAC in terms of Section 11 (8) read with Section 12 (1) of the Act and thereafter enter upon reference. The DAC will provide to the parties copies of the said disclosure. In the event the disclosure is not made within a reasonable time or such disclosure discloses the inability of the proposed Arbitrator to act as such, it will be open to the parties to apply to this Court for directions.

6. Subject to compliance with the above direction, Mr. Rahul Chaudhary will act as Arbitrator and enter upon reference. The fees of the learned

Arbitrator will be in terms of the Delhi High Court Arbitration Centre (Arbitrators' Fees) Rules.

7. The petition is disposed of. A copy of this order be communicated to Mr. Rahul Chaudhary as well as Additional Coordinator, DAC forthwith. Order *dasti*.

S. MURALIDHAR, J

JANUARY 16, 2017
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