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

+ **ARB.P. 233/2018**

RAMA NATH PANDEY

..... Petitioner

Through: Ms Angna Dewan, Advocate.

versus

ANIL GOYAL

..... Respondent

Through: Ms Misha Rohatgi Mohta and Mr
Lalit Mohan, Advocates.

CORAM:

HON'BLE MR. JUSTICE VIBHU BAKHRU

ORDER

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04.05.2018

1. The petitioner has filed the present petition under Section 11 of the Arbitration and Conciliation Act, 1996 (hereafter 'the Act'), *inter alia*, praying that an arbitrator be appointed to adjudicate the disputes that have arisen between the parties in connection with the Deed of Partnership dated 01.02.2013. The Deed of Partnership includes an arbitration clause, which reads as under:-

“17. That all disputes and questions in connection with the partnership or this deed arising between the partners or between any one of them or their legal representatives and whether during or after the partnership, shall be referred to the arbitrator in accordance with the provisions of the Arbitration and Conciliation Act, 1996 then in force.”

2. The learned counsel appearing for the respondent does not dispute the existence of the arbitration clause in the Deed of Partnership. She, however,

states that the partnership is not registered and, therefore, the present petition is not maintainable. The aforesaid contention is unpersuasive. It is trite law that the arbitration clause although contained in an agreement is a separate agreement. Therefore, notwithstanding whether the partnership firm has been registered under the Partnership Act, 1932, the arbitration clause, which provides for referring the disputes inter se, the partners (signatories to the Partnership Deed) to arbitration, would nonetheless be binding on the partners.

3. The learned counsel for the respondent does not dispute that the petitioner had invoked the arbitration clause by a letter dated 21.09.2017 and the parties have been unable to concur on appointment of an arbitrator.

4. In view of the above and with the consent of the parties, it is directed that an arbitrator be appointed by the Delhi International Arbitration Centre (DIAC) to adjudicate the disputes that fall within the scope of arbitration clause as quoted above. The arbitration be conducted under the aegis of DIAC and in accordance with its Rules.

5. The parties shall appear before the Coordinator, DIAC on 24.05.2018 at 11:00 AM.

6. The petition is disposed of in the aforesaid terms.

VIBHU BAKHRU, J

MAY 04, 2018
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