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

+ ARB.P. 3/2018
RANDEEP SINGH DHINGRA Petitioner
Through Mr.Narendera M.Sharma and
Ms.Prachi Gupta, Advs.

versus

MOHIT GUPTA AND ANR Respondents
Through Mr.Mohit Sharma and Mr.Vikram
Singh Yadav, Advs.

CORAM:
HON'BLE MR. JUSTICE NAVIN CHAWLA

ORDER
% **30.07.2018**

This petition under Section 11 of the Arbitration and Conciliation Act, 1996 (hereinafter referred to as the Act) has been filed by the petitioner seeking appointment of an Arbitrator for adjudication of the disputes that have arisen between the parties in relation to the Partnership Deed dated 20.08.2014. The said Partnership Deed contains an Arbitration Agreement in the form of Clause 22 thereof.

The disputes having arisen between the parties, the petitioner invoked the Arbitration Agreement vide its notice dated 13.10.2017. Having received no response from the respondents, the present petition was filed.

Learned counsel for the respondents submits that the Partnership Deed dated 20.08.2014 was novated with the execution of Partnership Deed 01.02.2016 whereunder the petitioner retired from the Partnership. He further draws my attention to the Memorandum of Understanding dated

02.03.2016 executed between the petitioner and the respondent no.1 recording the factum of retirement of the petitioner from the Partnership. He submits that in view of the new Partnership Deed having been executed and the petitioner having retired from the Partnership, there are no disputes that can be referred to arbitration under the Partnership Deed dated 20.08.2014.

I have considered the submissions made by the learned counsel for the respondents. In view of Section 11(6A) of the Act, examination of this Court under Section 11 of the Act has to be confined only to the existence of the Arbitration Agreement. As the Arbitration Agreement contained in the Partnership Deed dated 20.08.2014 and invocation thereof vide notice dated 13.10.2007 is not denied by the respondents, I do not see any impediment in appointment of an Arbitrator. Whether with the execution of the Partnership Deed dated 01.02.2016 and the MOU dated 02.03.2016 there was a full and final settlement of all claims of the petitioner under the Partnership Deed dated 20.08.2014, is an issue to be determined by the Arbitrator and not by this Court at this stage.

With the consent of the parties, the parties are referred to the Delhi International Arbitration Centre (DIAC) where they shall appear on 10th August, 2018 at 2.00 p.m. DIAC shall appoint a Sole Arbitrator keeping in view the nature of the disputes between the parties. The Arbitration shall be conducted under the aegis of the DIAC and in accordance with its rules.

The petition is allowed in the above terms, with no order as to cost.

Dasti.

NAVIN CHAWLA, J

JULY 30, 2018/Arya