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IN THE HIGH COURT OF DELHI AT NEW DELHI

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ARB.P. 635/2018 & IA 11500/2018

JAI PRAKASH NAUTIYAL

..... Petitioner

Through: Mr.Mohit Dagar, Adv.

versus

MOHIT SHARMA

..... Respondent

Through: Mr.P.K. Shukla & Mr.Sushant Singh,
Advs.

CORAM:

HON'BLE MR. JUSTICE NAVIN CHAWLA

ORDER

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04.12.2018

1. 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 adjudicating the disputes that have arisen between the parties in relation to the Partnership Deed dated 16.05.2008 executed between the parties. The said Partnership Deed contains an Arbitration Agreement in form of Clause 16 thereof, which is reproduced hereinbelow:-

“16. Any dispute or difference which may arise between the partners or their representatives with regard to the construction, meaning or effect of this deed or representing the accounts, profits or losses of the business of liabilities of partnership under the deed of dissolution of winding up of the business or any such difference. In case of difference of opinion, among the arbitrators the matter shall be referred to an umpire whose ruling shall be final.”

2. Disputes having arisen between the parties, the petitioner filed a suit being Suit no. 307/2014 before the Court of Additional District Judge, Saket Courts. In the said suit, the respondent filed an application

under Section 8 of the Act relying upon the Arbitration Agreement between the parties.

3. The Additional District Judge vide order dated 11.03.2016 has been pleased to allow the said application and refer the parties to arbitration.
4. The petitioner thereafter filed the present petition on 20.12.2017.
5. The learned counsel for the respondent submits that the claim of the petitioner is barred by Law of Limitation. In my view, this would be a question to be determined by the Arbitrator, may be as a preliminary issue. However, this Court while exercising its power under Section 11 of the Act cannot determine this issue at this stage.
6. In view of the above, I see no impediment in appointing a Sole Arbitrator for adjudicating the disputes that have arisen between the parties in relation to the abovementioned Partnership Deed.
7. I appoint **Mr. V.K. Maheshwari**, Retired Additional District Judge, Delhi (R/o H.No: 85, Sector-30, Gurgaon-122001, Mob: 9910384671) as a Sole Arbitrator for adjudicating the disputes that have arisen between the parties in relation to the abovementioned Partnership Deed.
8. The Arbitrator shall give disclosure under Section 12 of the Act before proceeding with the reference.
9. The petition is allowed in the above terms, with no order as to cost.

NAVIN CHAWLA, J

DECEMBER 04, 2018/rv