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

+ ARB.P. 874/2019

M/S METROPOLE SERVICE STATION ..... Petitioner  
Through: Mr. P.S. Goindi, Adv.

versus

SHIVANTA AGRO FOODS PVT. LTD. .... Respondent  
Through: Mr. Vibhor Aggarwal, Ad.

**CORAM:**

**HON'BLE MR. JUSTICE V. KAMESWAR RAO**

**ORDER**

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**05.02.2020**

This petition has been filed by the petitioner under Section 11 (6) of the Arbitration and Conciliation Act, 1996 for appointment of an Arbitrator. The only issue raised by the counsel for the respondent is that there is no dispute inasmuch no amount is payable by the respondent to the petitioner. He states, rather an amount in excess of Rs.24 Lacs is payable by the petitioner to the respondent. In any case, he does not dispute the arbitrability of the inter-se disputes between the parties herein. Clause 31 of the Contract dated May 1, 2018 reads as under:

*“That in case of any dispute(s) difference (s) or questions arising out of, or concerning with or touching this agreement shall be referred to the arbitration nominated jointly by both the parties in writing And decision of the arbitrator shall be final binding upon the party. The place of arbitration proceeding shall be at New Delhi. The legal jurisdiction will be New Delhi.”*

The notice invoking arbitration was issued on October 21, 2019. In fact, I have been told that a reply to the same was also given by the respondent to the petitioner which according to Mr. P.S. Goindi, learned counsel for the petitioner was received after the filing of the petition.

This court appoints Ms. Mini Pushkarna, Adv. as the Sole Arbitrator, who shall adjudicate the disputes between the parties. Parties are at liberty to file claim / counter-claim, if any, before the learned Arbitrator. The appointment of the Arbitrator shall be regulated by the rules of DIAC. A copy of this order be sent to Ms. Mini Pushkarna, Adv. for information

The petition stands disposed of.

*Dasti.*

**V. KAMESWAR RAO, J**

**FEBRUARY 05, 2020/jg**