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

% *Date of Decision: 25th August 2023*

+ **ARB.P. 747/2023**

MR. RAJESH KUMAR BHALEKAR Petitioner
Through: Mr. B.S. Rajesh Agrajit,
Advocate.

versus

MR. LALIT KUMAR Respondent
Through: Mr. Aishwarya Dobhal, Adv.

CORAM:
HON'BLE MS. JUSTICE JYOTI SINGH

JUDGEMENT

JYOTI SINGH, J. (ORAL)

1. Present petition has been filed under Section 11(6) of the Arbitration and Conciliation Act, 1996 (hereinafter referred to as the '1996 Act') for appointment of a sole Arbitrator to adjudicate all the disputes arising between the parties.
2. Petitioner and Respondent entered into a partnership and on 12.06.2019 the partnership firm was formed and a partnership deed was executed between the parties. After the registration of the partnership, the work of demolition and installation was awarded to the Firm against which payment of Rs.1 crore is stated to have been received. Petitioner states that after the registration of the Firm, all accounts were maintained by the Respondent and he was in complete control of the operation of the Firm's accounts including Net Banking, issuance of cheques etc. Petitioner alleges that without informing the



Petitioner, Respondent's private firms were transferring the funds from the bank account of the partnership Firm and cheating the Petitioner. Respondent fraudulently produced GST certificates and partnership deeds in which he affixed photographs and signatures of the partner of his other firms and carried out his fraudulent activities. Serious disputes arose between the parties upon which the Petitioner on 28.04.2023 invoked the arbitration clause 21 incorporated in the partnership deed for appointment of an impartial and independent sole Arbitrator. Since the Respondent failed to agree to the Arbitrator, Petitioner approached this Court and seeks appointment of an independent Arbitrator.

3. Notice was issued to the Respondent on 02.08.2023 and was accepted by Mr. Aishwarya Dobhal, Advocate, who had sought time for seeking instructions in the matter. Learned counsel for the Respondent, on instructions, submits that Respondent has no objection to the appointment of the Arbitrator as the arbitration agreement between the parties is not disputed.

4. I have heard the learned counsels for the parties. Both parties have given their list of Arbitrators. This Court has examined the arbitration clause and as agreed between the parties proceeds to appoint a sole Arbitrator.

5. With the consent of the parties, Sh. Hilal Haider (Mobile No. 9811592823) is appointed as sole Arbitrator to adjudicate the disputes between the parties. The learned Arbitrator shall give a declaration under Section 12(1) of the 1996 Act before entering upon reference and the arbitration proceedings shall be conducted under the aegis of the Delhi International Arbitration Centre. Fees of the learned



Arbitrator shall be regulated as per the Fourth Schedule of the 1996 Act.

6. Needless to state that this Court has not expressed any opinion on the merits of the case and all rights and contentions of the parties are left open to be decided by the learned Arbitrator, in accordance with law.

7. Petition stands disposed of.

JYOTI SINGH, J.

AUGUST 25, 2023/ck/shivam