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

+ **ARB.P. 83/2024**

**M/S MARUTI ENGINEERING SERVICES THROUGH ITS
PROPRIETOR, MS. SUJATA JINDAL** Petitioner

Through: **Mr. Srijan Jeevesh Jha, Adv. (VC).**

versus

**M/S VADERAS INTERIORS AND EXTERIORS THROUGH ITS
PARTNER, MS. SUMIT VADERA** Respondent

Through: **Mr. Nishant Mittal, Mr. Laksh Yadav,
Advs.**

CORAM:

HON'BLE MR. JUSTICE DINESH KUMAR SHARMA

ORDER

19.03.2024

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1. By way of present petition filed under Section 11(5) & 11(6) of the Arbitration and Conciliation Act, 1996 (hereinafter, referred to as the 'A&C Act'), the petitioner seeks appointment of Arbitral Tribunal comprising of a sole arbitrator, to adjudicate the disputes between the parties.
2. The petitioner states that they were approached by the Respondent in the year 2016 expressing their willingness to place order for the purchase of HVAC System for Construction of SOS Mess, Quarter Guard Fast Track for the CISF. A purchase order dated 17.12.2016 was placed by the Respondent upon the Petitioner. The petitioner on the basis of such purchase order supplied the said materials to the Respondent at the desired location and raised separate invoices. The



parties remained engaged in business from 2016 to May, 2019 during which the Petitioner has supplied goods and services for a sum total of Rs. 82,19,340/-. The petitioner states that though the Respondent has made sum payment of Rs. 64,77,678/-. However, there is are outstanding dues of Rs. 17,41,662/-

3. The petitioner also shared the account summary vide email dated 12.02.2020.
4. Learned counsel submits that in Clause-8 of the purchase order contains the arbitration clause. Disputes having arisen between the parties, petitioner invoked arbitration vide legal notice dated 20.09.2023.
5. Learned counsel appearing for the respondent has raised an objection on the jurisdiction. Learned counsel submits that no cause of action has arisen in Delhi. It has been submitted that the office of the petitioner is at Faridabad and the office of the respondent is at Ghaziabad. It has further been submitted that the supplies were made at Jammu and Kashmir.
6. Learned counsel submits that in the purchase order merely “venue” has been mentioned. However, learned counsel submits that this will not confer the jurisdiction upon this court. However, learned counsel submits that while keeping all his contentions to be raised before the learned Arbitrator, the matter may be referred to the Arbitration.
7. All the contentions of the parties are kept open.
8. Considering that both the parties have consented to the reference to the arbitral tribunal, the present petition is disposed of with the following directions:



- i) The disputes between the parties under the said agreement are referred to the DIAC for appointment of an arbitrator.
 - ii) The arbitration will be held under the aegis of the Delhi International Arbitration Centre, Delhi High Court, Sher Shah Road, New Delhi hereinafter, referred to as the 'DIAC'). The remuneration of the learned Arbitrator shall be in terms of fee rules of the DIAC Schedule or as the parties may agree.
 - iii) The learned Arbitrator is requested to furnish a declaration in terms of Section 12 of the Act prior to entering into the reference.
 - iv) It is made clear that all the rights and contentions of the parties, including as to the arbitrability of any of the claim, any other preliminary objection, as well as claims on merits of the dispute of either of the parties, are left open for adjudication by the learned arbitrator.
 - v) The parties shall approach the learned arbitrator within two weeks from today.
9. The petition is disposed of in the above terms.

DINESH KUMAR SHARMA, J

MARCH 19, 2024/AR..