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

+ **ARB.P. 95/2024**

VIKAS LOHIA

.....Petitioner

Through: **Mr. Abhijit Mishra, Ms. Payal Bahl,
Mr. Saurav Singh, Advs.**

versus

KULWANT SINGH

.....Respondent

Through: **Mr. Anil Gupta, Adv.**

CORAM:

HON'BLE MR. JUSTICE JASMEET SINGH

ORDER

27.08.2024

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1. This is a petition filed under Section 11(6) of the Arbitration and Conciliation Act, 1996 seeking appointment of an Arbitrator for adjudication of disputes between the parties arising out of Written Agreement for Discharge of Debt dated 01.03.2023.
2. As per the Agreement, the petitioner had advanced a loan of Rs 25 lakhs to the respondent and the respondent had agreed to repay the same.
3. The arbitration clause is Clause 5 of the said Agreement, which reads as under:-

“5. ARBITRATION CLAUSE

a. It is mutually accepted and admitted that all the disputes arising out of the present Written Agreement will be adjudicated in accordance with the provision of Arbitration and Conciliation Act, 1996.

b. It is mutually accepted and admitted that all disputes are subject to Hon'ble Judicial Forums of the New Delhi Jurisdiction as under the supervision and control of the Hon'ble High Court of Delhi.



.....”

4. Since there were defaults in making the payment, the petitioner invoked arbitration *vide* legal notice dated 19.05.2023.

5. Mr. Gupta, learned counsel for the respondent states that there was no transaction between the petitioner and the respondent and there was no loan of Rs. 25 lakhs advanced by the petitioner to the respondent. Hence, there is no arbitral dispute.

6. These are issues which the arbitrator will decide and as a referring court under Section 11 of the Arbitration & Conciliation Act, 1996, the Court cannot comment on the merits of the issues in controversy.

7. Since there is an arbitration agreement between the parties, the petition is allowed and the following directions are issued:-

i) Mr. Manoj Kr. Sharma, Adv (Mob. No. 9811139236) is appointed as a Sole Arbitrator to adjudicate the disputes between the parties.

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 the Fourth Schedule of the Arbitration & Conciliation Act, 1996.

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/counter-claims and



merits of the dispute of either of the parties, are left open for adjudication by the learned arbitrator uninfluenced by the observations made in the order passed today.

v) The parties shall approach the learned Arbitrator within two weeks from today.

8. The petition is accordingly disposed of.

AUGUST 27, 2024/NG

JASMEET SINGH, J