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

+ **ARB.P. 124/2023**

PARDEEP SHARMA

..... Petitioner

Through: Mr. Milind Garg, Advocate.

versus

**PARVEEN KUMAR(PROP. OF M/S PARMANAND OFFSET
PRINTERS)**

..... Respondent

Through: Mr. Vishal Khanna and Ms. Monika,
Advocates.

CORAM:

HON'BLE MR. JUSTICE ANUP JAIRAM BHAMBHANI

ORDER
01.02.2024

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By way of the present petition filed under section 11(6)(a) and (c) of the Arbitration & Conciliation Act 1996 ('A&C Act'), the petitioner seeks appointment of a Sole Arbitrator to adjudicate upon the disputes that are stated to have arisen with the respondent.

2. Notice on this petition was issued on 06.02.2023; and reply dated 10.10.2023 has been filed on behalf of the respondent.
3. From the record, it would appear that the petitioner issued to the respondent an invocation notice dated 10.06.2022; to which the respondent sent a reply *vide* communication dated 30.06.022 calling upon the petitioner to withdraw the invocation notice.
4. In his reply filed to the present petition, the respondent has raised several objections, most of which seem to relate to the merits of the



disputes with the petitioner. Insofar as reference of their disputes to arbitration is concerned in their reply, the respondent has taken the objection that the *arbitration petition* suffers from delay and latches, submitting that the petitioner has filed the petition seeking reference of disputes more than 21 years after the date of signing of the registered General Power of Attorney dated 19.02.2001, from which the disputes are stated to have arisen.

5. Accordingly, Mr. Vishal Khanna, learned counsel appearing for the respondent submits, that there is no *existing* arbitration agreement between the parties and the Agreement to Appoint Arbitrator dated 19.02.2001, cited by the petitioner, is a fabricated document. Furthermore, Mr. Khanna further submits, that in any case, the arbitration agreement cited by the petitioner is restricted *only* to Agreement to Sell dated 19.02.2001, though it is also the respondent's contention that the Agreement to Sell is itself a forged document.
6. Having considered the submissions made, it is seen that a bare perusal of Agreement to Sell dated 19.02.2001 and registered General Power of Attorney dated 19.02.2001 reflects that the petitioner and the respondent had entered into a certain transaction in relation to property bearing No. 179, Pocket-I, Sector-01 situate at DSIDC Bawana Industrial Area, Bawana, Delhi, which *transaction* was subject to arbitration by reason of Agreement to Appoint Arbitrator dated 19.02.2001, which appears to bear the signatures of both parties.
7. In view of the above, this court is not persuaded to accept the respondent's submission, that there is no arbitration agreement



between the parties.

8. Furthermore, the said agreement to appoint Arbitrator recites that it was executed at Delhi, without stipulating anything further as regards the venue or seat of arbitration or the choice of any court to have territorial jurisdiction over the matter. However, indisputably, the property in relation to which disputes have arisen is situated in Delhi, and so are the parties to the disputes.
9. Upon a conspectus of the averments contained in the petition, the stand taken by the respondent, and the submissions made by the learned counsel for the parties, this court is satisfied that there is a valid and subsisting arbitration agreement between the parties; that this court has territorial jurisdiction to entertain and decide the present petition; and also that the disputes that are stated to have arisen between the parties, as set-out *inter-alia* in invocation notice dated 10.06.2022, do not appear *ex-facie* to be non-arbitrable.
10. Accordingly, the present petition is allowed and **Mr. Deepank Yadav, Advocate (Cellphone No.: +91 9999210199)** is appointed as the learned Sole Arbitrator to adjudicate upon the disputes between the parties; with arbitration proceedings to be conducted under the aegis of the DIAC, in accordance with applicable rules.
11. The learned Sole Arbitrator would furnish to the parties requisite disclosures as required under section 12 of the A&C Act; and in the event there is any impediment to the appointment on that count, the parties are given liberty to file an appropriate application in this court.
12. The learned Arbitrator shall then proceed with the arbitral proceedings in accordance with the rules and regulations of DIAC and



subject to arbitrator's fee and arbitration costs, as may be applicable.

13. All rights and contentions of the parties in relation to the claims/counter-claims are kept open, to be decided by the learned Sole Arbitrator on merits, in accordance with law.
14. A copy of this order be communicated *forthwith* to the Co-ordinator, DIAC, for information and compliance.
15. A copy of this order be sent by e-mail to the learned Sole Arbitrator, as also to learned counsel for the parties.
16. The petition stands disposed-of in the above terms.
17. Pending applications, if any, also stand disposed-of.

ANUP JAIRAM BHAMBHANI, J

FEBRUARY 1, 2024/ak