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IN THE HIGH COURT OF DELHI AT NEW DELHI

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ARB.P. 155/2024

JK TYRE AND INDUSTRIES LIMITED

..... Petitioner

Through: Mr. Pulkit Srivastava, Adv.

versus

DEEPAK (PROPRIETOR) M/S DEEPAK TYRES

JUNCTION

..... Respondent

Through: None.

CORAM:

JUSTICE PRATHIBA M. SINGH

ORDER

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14.03.2024

1. This hearing has been done through hybrid mode.
2. None appears for the Respondent. The email sent by the Registry has also been served as per the service report.
3. Ld. Counsel for the Petitioner also submits that the courier service has also been effected, however, there is no appearance on behalf of the Respondent.
4. In the present matter, the Respondent approached the Petitioner Company and expressed his willingness to take a dealership of Petitioner Company for opening an exclusive brand showroom under the name and style of “JK Tyre X press Wheels” at his premises namely “M/s Deepak Tyres Junction”, situated at Aarzai No-18, Mauza Ramnathpur, Allahabad, Uttar Pradesh- 221505. Pursuant thereto, Petitioner had appointed the Respondent Mr. Deepak, proprietor of M/s Deepak Tyres Junction as a dealer of JK Tyres. According to the Petitioner, an agreement was executed on 21st December, 2020 for a period of five years. However, it is stated despite the huge amount of investment made by the Petitioner, the Respondent abandoned the agreement and closed his business.



5. The claim of the Petitioner is to the tune of Rs. 49,89,947/-. The Petitioner thus invoked the arbitration clause on 12th October, 2023, as contained in the agreement.

6. The arbitration clause in this matter reads as under:

“U. To the best of their abilities, the parties hereto shall try to sort out any dispute / differences by mutual discussions and in the event such dispute / differences are not resolved by such discussions, than the matter shall be referred to the sole Arbitrator to be appointed by mutual consent of both the parties and such arbitration shall be governed by the Indian Arbitration and Conciliation Act 1996 (as amended upto date) and the award of the sole arbitrator shall be final and binding between the parties. The venue of Arbitration shall be at New Delhi.”

7. As per the above clause and the jurisdiction clause, the arbitration is to take place in New Delhi. Accordingly, **Mr. Rahul Kripalani, Advocate (M:9953049776)** is appointed as the Arbitrator to adjudicate the disputes between the parties.

8. Arbitration shall be conducted under the aegis of the Delhi International Arbitration Centre (‘DIAC’). The fee shall be paid in terms of 4th schedule as modified by DIAC Rules.

9. Let the matter be listed before the DIAC on 28th March, 2024. DIAC shall issue notice to the Respondent for appearance on the next date.

10. Let a copy of the present order be emailed to Secretary, DIAC on email id- delhiarbitrationcentre@gmail.com.

11. Petition is disposed of.

PRATHIBA M. SINGH, J.

MARCH 14, 2024/Rahul/bh