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

+ **ARB.P. 211/2024**

R.M. ENTERPRISES

..... Petitioner

Through: Mr. Rahul Malhotra, Ms. Shruti
Gupta, Advs.

versus

BIOXTEND NEUTRACEUTICALS PVT. LTD. Respondent

Through: None.

CORAM:

HON'BLE MR. JUSTICE DINESH KUMAR SHARMA

ORDER

25.04.2024

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I.A. 3754/2024

1. Exemption allowed, subject to all just exceptions.
2. Application stands disposed of.

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3. By way of the present petition filed under Section 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.
4. Learned counsel for the petitioner submits that the parties had entered into an Exclusive Agreement dated 26.09.2022 for Distributorship. It is submitted that the said Agreement contains an arbitration clause (Clause-16.4), which provides that all disputes, with respect to the said



agreement, shall be referred to arbitration as per provisions of the A&C Act, and further provides that the place of arbitration would be at Delhi.

5. The case of the petitioner is that petitioner advanced a sum of Rs. 16,00,000/- to the respondent for supply of 50,000 bottles of juice. However, respondent supplied only to the extent of Rs. 9,23,513/- only.
6. The petitioner served the respondent with a legal notice dated 24.11.2023 which was duly replied by the respondent vide communication dated 30.12.2023. In the reply, the respondent stated that in fact the petitioner did not take the delivery of the juice bottles.
7. Disputes having arisen between the parties, the petitioner invoked arbitration vide legal notice dated 10.01.2024. The respondent was duly served and was represented by an advocate. However, reply has not been filed.
8. Learned counsel for the petitioner submits that the claim amount is around Rs. 7,00,000/-.
9. Since respondent has not filed any reply and considering that there is an agreement which contains the arbitration clause and exchange of the notices indicates that there is an arbitrable dispute, the present petition is disposed of with the following directions:
 - i) The disputes between the parties under the said agreement are referred to the arbitral tribunal.
 - ii) DIAC shall nominate an Arbitrator to adjudicate the disputes between the parties.
 - iii) 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.
- iv) The learned Arbitrator is requested to furnish a declaration in terms of Section 12 of the Act prior to entering into the reference.
 - v) 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.
 - vi) The parties shall approach the learned arbitrator within two weeks from today.
10. The petition is disposed of in the above terms.

DINESH KUMAR SHARMA, J

APRIL 25, 2024/AR..