



2024:DHC:9280



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IN THE HIGH COURT OF DELHI AT NEW DELHI

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Date of Decision: 29.11.2024

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ARB.P. 232/2024

DELHIVERY LIMITED

.....Petitioner

Through: Mr. Jaskaran Singh Narula, Adv.
(through v/c)

versus

VINTAGE FURNITURES

.....Respondent

Through: Mr. Mahesh Prakash Shinde, Adv. for
R-1 (through v/c)
Mr. Anand M. Mishra, Adv. for R-2
(through v/c)**CORAM:****HON'BLE MR. JUSTICE SACHIN DATTA****SACHIN DATTA, J. (ORAL)**

1. The present petition filed under Section 11 of the Arbitration and Conciliation Act, 1996 seeks appointment of a Sole Arbitrator to adjudicate the disputes between the parties.
2. The disputes between the parties have arisen in the context of a Service Agreement executed between the parties. The said agreement contains an Arbitration Clause as under:

“18. DISPUTE RESOLUTION:

All disputes arising out of or in relation to this Agreement, including any question regarding its existence, validity or termination, which cannot be amicably resolved by the Parties within 15 days of being brought to their attention, such 15 (fifteen) day period is referred to as the “Consultation Period”), and if such dispute is still not resolved, the dispute shall be settled by arbitration governed by the provisions of Arbitration and Conciliation Act, 1996. The Parties mutually agree to appoint a sole arbitrator. The venue/seat



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of Arbitration shall be New Delhi and the language of arbitration shall be English.”

3. Disputes having arisen between the parties, an invocation notice dated 18.11.2022 was sent by the petitioner to the respondent. It was *inter-alia* stated therein as under:

“9. It is pertinent to note that Clause 18 of the Delivery Services Agreement dated 26.10.2021, provides, as below:

“18. DISPUTE RESOLUTION

All disputes arising out of or in relation to this Agreement, including any question regarding its existence, validity or termination, which cannot be amicably resolved by the Parties within 15 days of being brought to their attention, such 15 (fifteen) day period is referred to as the “Constitution Period”, and if such dispute is still not resolved, the dispute shall be settled by arbitration governed by the provisions of Arbitration and Conciliation Act, 1996. The Parties mutually agree to appoint a sole arbitrator. The venue/seat of Arbitration shall be New Delhi and the language of arbitration shall be English.”

Thus in lieu of the above, You the Noticee, vide the present Legal Notice, being issued under the provisions of Arbitration and Conciliation Act, 1996, are notified or invocation of arbitration by Our Client for adjudication of the legitimate and lawful claims of Our Client against You the Noticee.

10. In furtherance to the same, Our Client hereby proposes to nominate and appoint the following as sole arbitrator for adjudication of the above identified dispute between You the Noticee and Delhivery: Ms. Iram Majid.

11. Lastly, You the Noticee are called upon the extend consent for appointment of sole arbitrator within thirty (30) days from the date of receipt of the present Legal Notice.”

4. No response thereto was sent by the respondent to the petitioner.
5. Consequently, the arbitral tribunal could not be constituted with mutual consent of the parties.
6. Learned counsel for the respondent does not dispute the existence of the arbitration agreement. However, he submits that the respondent is



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desirous of amicably resolving the matter.

7. Since the existence of arbitration agreement is admitted, there is no impediment to constituting an arbitral tribunal to adjudicate the disputes between the parties, in terms of the law laid down in ***SBI General Insurance Co. Ltd. v. Krish Spinning*** 2024 SCC OnLine 1754 and ***In Re: Interplay between Arbitration Agreement under the Arbitration and Conciliation Act, 1996 and the Indian Stamp Act, 1899***, 2023 SCC OnLine SC 1666.

8. Accordingly, Mr. Amrit Pal Singh Gambhir, Advocate (Mob. No.: +91 9810082347) is appointed as the Sole Arbitrator to adjudicate the disputes between the parties.

9. Considering that the respondent has evinced a desire to amicably resolve the matter, it is directed that before adjudication of the disputes on merits, the learned arbitrator shall encourage settlement of the disputes and take appropriate steps for this purpose, as contemplated under Section 30 of the Arbitration and Conciliation Act, 1996.

10. The respondent shall be at liberty to raise preliminary objections as regards arbitrability/jurisdiction, if any, which shall be decided by the arbitrator, in accordance with law.

11. The learned Sole Arbitrator may proceed with the arbitration proceedings subject to furnishing to the parties requisite disclosure as required under Section 12 of the A&C Act.

12. At joint request, the arbitration shall take place under the aegis of and under the rules of the Delhi International Arbitration Centre (DIAC). It is directed accordingly.

13. All rights and contentions of the parties in relation to the



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claims/counter claims are kept open, to be decided by the learned Sole Arbitrator on their merits, in accordance with law.

14. Needless to say, nothing in this order shall be construed as an expression of opinion of this Court on the merits of the case.

15. The present petition stands disposed of in the above terms.

SACHIN DATTA, J

NOVEMBER 29, 2024/cl