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

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ARB.P. 312/2024

**MUSCLE AND STRENGTH INDIA LLP**

.....Petitioner

Through: Mr. Dhruv Shukla, Ms. Aeshwarya  
Sharma, Advs.

versus

**SUJATA GOYAL**

.....Respondent

Through:

**CORAM:**

**HON'BLE MR. JUSTICE JASMEET SINGH**

**ORDER**

**14.08.2024**

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1. This is a petition filed under Section 11(5) and (6) of the Arbitration and Conciliation Act, 1996 seeking appointment of a sole Arbitrator to adjudicate the disputes between the parties arising out of the Franchise Agreement dated 05.11.2022.
2. Under the said agreement, the respondent had undertaken to be a franchise of the petitioner for a period of 5 years and runs a franchise outlet under brand name of the petitioner in Mathura, Uttar Pradesh.
3. The Arbitration Clause is Clause XXVIII (4) of the Franchise Agreement dated 05.11.2022, which reads as under:-

*(4) ARBITRATION: Any and all disputes ("Disputes") arising out of or in relation to or in connection with this Agreement between the Parties or relating to the performance or non-performance of the rights and obligations set forth herein or the breach, Termination, invalidity or interpretation thereof shall be referred for arbitration in NEW DELHI, India in accordance with the Terms of Indian Arbitration and Conciliation Act, 1996 or any amendments thereof. The language used in the arbitral*



*proceedings shall be English. Arbitration shall be conducted by a sole arbitrator, who shall be appointed by the Franchisor only. The sole arbitrator shall be appointed as per the provisions of Arbitration and Conciliation Act, 1996. The arbitral award shall be in writing and shall be final and binding on each party and shall be enforceable in any court of competent jurisdiction."*

4. Since the respondent breach the terms of the agreement, the petitioner issued Legal Notice dated 28.08.2023. Thereafter, the petitioner invoked the arbitration clause *vide* Notice dated 28.09.2023. Hence the present petition.

5. This Court *vide* Order dated 04.03.2024, issued notice to the respondent.

6. Today, the learned counsel for the petitioner has handed over a copy of the email exchange which shows the e-mail id of the respondent as '[goyal.shivi21@gmail.com](mailto:goyal.shivi21@gmail.com)'. The screenshot of the email exchange between the parties is taken on record.

7. The affidavit of service shows that notices have been sent to the said e-mail and the same have not bounced.

8. I am satisfied that the respondent has been served and despite service there is nobody appearing.

9. For the said reasons, the petition is allowed. Since the parties are still having disputes between them, the following directions are issued:-

- i. Ms. Monisha Handa, Advocate (Mob. No. 9899707345) 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.
- v. The parties shall approach the learned Arbitrator within two weeks from today.

10. With these directions, the petition is disposed of.

**JASMEET SINGH, J**

**AUGUST 14, 2024/NG**

*Click here to check corrigendum, if any*