



2024:DHC:4989



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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**+ **ARB.P. 318/2024****SHARE SAMADHAN LIMITED**

.....Petitioner

Through: Mr. Vaibhav Verma, Mr.
Chirag Garg, Mr. Abhishek Pandey and Ms.
Priya Pathak, Advs.

versus

VINAY PRAKASH SADH

.....Respondent

Through: None

CORAM:**HON'BLE MR. JUSTICE C. HARI SHANKAR****ORDER (O R A L)**

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03.07.2024

1. The petitioner entered into a consultancy agreement dated 12 November 2021. Clause 5 of the agreement provided for resolution of the dispute by arbitration and reads thus:

“5. Arbitration Clause

Any dispute, controversy or claims arising out of or relating to this Agreement or the breach, termination, or invalidity thereof, shall be settled by arbitration in accordance with the provisions of the Arbitration and Conciliation Act, 1996. The Arbitration proceedings shall be conducted before a Sole Arbitrator and such person being appointed as a Sole Arbitrator shall be mutually appointed by the Client and the Consultant. Further, the said Sole Arbitrator shall be a person eligible for being an Arbitrator under The Arbitration and Conciliation Act, 1996 as amended by the Arbitrators and Conciliation (Amendment) Act, 2016. The place of Arbitration shall be Delhi and any award whether interim or final passed, shall be deemed for all purposes between the parties to be passed in Delhi.

The arbitral proceedings shall be conducted in the English language and any award or awards shall be rendered in English. The provisions of this agreement shall be governed by and

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HARI SHANKAR
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continued in accordance with Indian law. Only the Courts at Delhi shall have exclusive jurisdiction in all matters arising under this Agreement.”

2. Dispute between the parties having arisen, the petitioner addressed a detailed legal notice dated 16 January 2023 to the respondent, followed by a notice under Section 21 of the Arbitration and Conciliation Act 1996 (“the 1996 Act”) and on 16 February 2024, the petitioner suggested the name of two Advocates of this Court as arbitrators.
3. The respondent did not respond to the said notice provoking the petitioner to approach this Court under Section 11(6) of the 1996 Act.
4. Notice has been issued to the respondent in the present petition and the Registry reports that it also stands served.
5. There is no appearance on behalf of the respondent on any of the occasions when this matter was listed including today.
6. The amount in dispute is only ₹ 98,000/- along with interest thereon. I do not deem it necessary to keep these proceedings pending any further.
7. The ingredients of Section 11(6) of the 1996 Act stands satisfied as the petitioner has invoked the arbitration clause in accordance with the terms thereof and the respondent has not reciprocated.



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8. In the circumstances, this Court appoints Mr. Abhishek Singh, Adv. (Cell: 9015203289) as the Arbitrator to arbitrate on the dispute between the parties.
9. The fees of the learned Arbitrator shall be fixed between the parties in consultation with the learned Arbitrator and shall be shared equally between them.
10. The Arbitrator would submit the necessary disclosure under Section 11 of the 1996 Act within a week of entering on the reference.
11. This petition stands disposed of in the aforesaid terms.

C. HARI SHANKAR, J

JULY 3, 2024

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Click here to check corrigendum, if any