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

+ **ARB.P. 350/2024**

ACCELERATE PRODUCTX VENTURES PRIVATE LIMITED

.....Petitioner

Through: Mr Manan Popli, Ms Apurva Gaur,
Mr Gaurav Jain, Mr Amit Kumar, Ms
Akshita Goyal, Ms Karuna Sharma
and Mr Atul Malhotra, Advs.

versus

GILL VENTURES

.....Respondent

Through: None

CORAM:

HON'BLE MR. JUSTICE JASMEET SINGH

ORDER

28.08.2024

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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 an Arbitrator for adjudication of disputes between the parties.
2. The petitioner and the respondent entered into a Franchise Agreement dated 15.03.2023 for setting up, operating and managing a convenience retail store under the brand name "The New Shop". Under the Franchise Agreement, the respondents were liable to pay the petitioner each month a minimum guarantee. However, it is stated, the respondent failed to comply with the same.
3. The arbitration clause is Clause 23 of the Franchise Agreement which reads as under:

"23 Dispute Resolution



23.1. The Parties shall use their best efforts to amicably resolve any dispute or difference, which may arise or may have arisen between the Parties with regard to any matter pertaining to or arising from or in connection to this Agreement including any question regarding its existence, validity, construction or termination.

23.2. If the Parties are unable to settle the dispute and/or difference referred to in Clause 22.1 either Party may submit the dispute to arbitration before Delhi International Arbitration Centre (“DIAC”) to be decided by a sole Arbitrator appointed by DIAC. The venue and seat for the arbitration proceedings shall be at New Delhi, India and the proceedings shall be conducted in the English Language. The finding of the sole arbitrator shall be binding on the Parties and the succeeding Party shall be entitled to costs of the arbitration including but not limited to legal costs.”

4. The petitioner invoked arbitration *vide* legal notice dated 15.12.2023.
5. When the present petition was filed, the respondent was directed to be served through all modes including e-mail. Clause 18.1 of the Franchise Agreement shows the e-mail ID of the respondent as “*rubalgill379@gmail.com*”.
6. The affidavit of service shows that notice has been issued to the respondent at the above said e-mail ID.
7. I am satisfied that the respondent has been served. Despite service, there is no appearance on behalf of the respondent.
8. In view of the facts narrated above, the present petition is allowed.



Since the parties are still having disputes between them, the following directions are issued:-

- i) Mr. Rishi Manchanda, Advocate (Mob. No. 9911681178) 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.

JASMEET SINGH, J

AUGUST 28, 2024

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[Click here to check corrigendum, if any](#)