



2024:DHC:10022



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IN THE HIGH COURT OF DELHI AT NEW DELHI

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Date of Decision: 23.12.2024

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ARB.P. 361/2024**M/S SMAT FORMS**

.....Petitioner

Through: Mr. Durgesh Gupta, Mr. Sahil Singh,
Advs.

versus

SAHITYA AKADEMI & ANR.

.....Respondents

Through: Mr. Ashish Dixit, Mr. Shivam Tiwari,
Ms. Umila Sharma, Ms. Deepika
Kalra, Ms. Venni Kakkar, Advs. for
R-1
Mr. Kavinder Gill (SPC), Mr.
Kamaldeep (GP), for R-2/UOI**CORAM:****HON'BLE MR. JUSTICE SACHIN DATTA****SACHIN DATTA, J. (ORAL)**

1. The present petition filed under Section 11(6) of the Arbitration and Conciliation Act, 1996 (hereinafter '*the A&C Act*') seeks constitution of an arbitral tribunal to adjudicate the disputes between the parties.

2. The disputes between the parties have arisen in the background of a notice inviting tender dated 15.02.2023 relating to the printing and supply of books. The petitioner's bid for the same was accepted *vide* letter dated 06.04.2023 containing the work order. The said work order also contains the following stipulation:-

"All the terms and conditions of the Rate Contract Agreement duly signed by you are applicable to this Print Order."



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3. Disputes between the parties have arisen on account of non-payment of the petitioner's monetary entitlements under the work order on account of a penalty of Rs. 21,49,878/- being imposed by the respondent against the petitioner and the same being adjusted against the invoices payable to the petitioner.

4. Clause 18 of the rate contract agreement contains the arbitration clause and reads as under:-

“Any dispute, controversy or claim arising out of or in connection with this agreement, or the breach, termination or invalidity thereof, shall be finally settled by arbitration in accordance with the Arbitration and Conciliation Act, 1996 (as amended up to date). The place or seat of arbitration shall be New Delhi.”

5. Disputes having arisen, the petitioner issued a notice invoking arbitration on 03.11.2023. However, no response was received thereto. Hence, the present petition has come to be filed.

6. After some hearing, while the learned counsel for the respondent objects to the present petition on the ground that the petitioner has appended a standard format of the agreement instead of the original agreement executed between the parties, he fairly does not dispute the existence of the arbitration agreement and accedes to the appointment of a Sole Arbitrator by this Court to adjudicate the disputes between the parties.

7. Since the existence of the arbitration clause is evident from a perusal of the rate contract agreement, there is no impediment to constituting an arbitral tribunal for adjudicating the disputes between the parties, as mandated in terms of the judgments of the Supreme Court in ***SBI General Insurance Co. Ltd. v. Krish Spinning***, 2024 INSC 532 and ***Interplay between Arbitration Agreements under the Arbitration & Conciliation Act***,



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1996 & the Indian Stamp Act, 1899, In re, 2023 SCC OnLine SC 1666.

8. Accordingly, Mr. Abhimanyu Garg, Advocate (Mob No. +91 9811092113), is appointed as the Sole Arbitrator to adjudicate the disputes between the parties.

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

10. The learned Sole Arbitrator shall be entitled to fee in accordance with the IVth Schedule to the A&C Act; or as may otherwise be agreed to between the parties and the learned Sole Arbitrator.

11. Respondents shall be entitled to raise appropriate jurisdictional objections, if any, before the learned sole arbitrator which shall be duly considered by the learned sole arbitrator on merits.

12. All rights and contentions of the parties in relation to the claims/counter claims are kept open, to be decided by the learned Sole Arbitrator on their merits, in accordance with law.

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

14. The present petition is allowed in the above terms.

SACHIN DATTA, J

DECEMBER 23, 2024/sl