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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**
+ **ARB.P. 370/2024**
M/S. KIRDAAR MARKETING LLP

.....Petitioner

Through: Mr. Manoj Kumar Verma, Adv.

versus

MS. BHUMIKA SHARMA

.....Respondent

Through: Mr. Jivish Yadav, Ms. Prachi
Bhardwaj, Adv.

CORAM:
HON'BLE MR. JUSTICE JASMEET SINGH

ORDER

14.10.2024

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1. This is a petition filed under Section 11(6) of the Arbitration and Conciliation Act, 1996 seeking appointment of an Arbitrator to adjudicate the disputes between the parties.
2. Mr. Verma, learned counsel for the petitioner states that inadvertently the cause title shows "M/s. Kirdaar Marketing LLP vs. Ms. Bhumika Sharma" whereas the present petition has been filed by Ms. Gita Rani against Ms. Bhumika Sharma for claims arising out of the LLP i.e. M/s Kirdaar Marketing LLP.
3. The said oral request is accepted and the cause title shall read as "Ms. Gita Rani vs. Ms. Bhumika Sharma".
4. The facts are that Ms. Rita Rani and the respondent entered into a Limited Liability Partnership dated 28.10.2022 under the name and style of M/s Kirdaar Marketing LLP.



5. The partnership deed contains the arbitration clause which reads as under:-

“36. RESOLUTION OF DISPUTES

36.1 All disputes between the partners or between any partner and the LLP arising out of the Limited Liability partnership or this Agreement which cannot be resolved in terms of this Agreement and all disputes arising out of or in connection with the interpretation of this Agreement or any clause or provision contained herein or the respective rights, duties or liabilities of the partners hereunder, which cannot be resolved by mutual discussions, shall be referred to arbitration as the provisions of the Arbitration and conciliation Act, 1996 or any statutory amendment or re-enactment thereto. The venue of the arbitration proceedings shall be Mumbai and the proceedings shall be in English.

36.2 Only the courts of competent jurisdiction at Delhi shall have exclusive jurisdiction in all matters.”

6. Since there were disputes between the parties, the petitioner invoked arbitration *vide* notice dated 16.01.2024.
7. This Court *vide* order dated 17.05.2024 referred the parties to the Delhi High Court Mediation Centre on request of the learned counsel for the parties. However, no solution could be found.
8. Mr. Yadav, learned counsel appears for the respondent and states that he has no objection to the appointment of an Arbitrator.
9. For the said reasons, the petition is allowed and the following directions are issued:-
- i) Mr. Asheesh Jain, Adv. (Mob. No. 9811125100) 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').
 - iii) The remuneration of the learned Arbitrator shall be in terms of DIAC (Administrative Cost and Arbitrators' Fees) Rules, 2018.
 - iv) The learned Arbitrator is requested to furnish a declaration in terms of Section 12 of the Act prior to entering into the reference.
 - v) 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.
 - vi) The parties shall approach the learned Arbitrator within two weeks from today.
10. The petition is disposed of in the aforesaid terms.

JASMEET SINGH, J

OCTOBER 14, 2024 / (MS)

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