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IN THE HIGH COURT OF DELHI AT NEW DELHI

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ARB.P. 407/2024

M S HUB INDUSTRIAL CORPORATIONPetitioner

Through: Ms. Niyati Sharma, Mr. Saurabh
Kumar Kaushik and Mr. Kunjam,
Advs.

versus

M S BASANTAR BREWERIES PRIVATE LIMITED

.....Respondent

Through:

CORAM:

HON'BLE MR. JUSTICE JASMEET SINGH

ORDER

09.09.2024

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1. This is a petition filed under Section 11 of the Arbitration and Conciliation Act, 1996 seeking appointment of an arbitral tribunal to adjudicate the disputes between the parties arising out of Bottling Tie-up Agreement dated 01.03.2023.
2. Clauses 18.3 and 18.4 of the said Agreement contain the arbitration clause and read as under:

“18.3 In case of any dispute or difference between the Parties in connections with or arising out of this Agreement, the parties shall endeavour to resolve such dispute or difference in an amicable manner through mutual consultations.

If no settlement can be reached through consultations between the Parties within 30 (thirty) days of one party delivering a written notice of the dispute to other Party, then such matter shall be settled by arbitrators appointed by parties mutually in accordance with the provisions of the Indian Arbitration and Conciliation Act, 1996, or any modification or Amendment



thereto. The other clauses of the agreement shall remain operative except for the clause in dispute.

18.4 The Seat of the arbitration shall be at Delhi/Jammu in UT of Jammu & Kashmir.”

3. It is stated that efforts were made by the petitioner to settle the matter and a legal notice dated 30.10.2023 was also sent to the respondent, however, to no avail.
4. Since there were disputes between the parties, the petitioner invoked the arbitration clause *vide* legal notice dated 30.11.2023.
5. Thereafter, the present petition has been filed.
6. My attention has been drawn to Service Report dated 22.04.2024, wherein the respondent has been served.
7. For the said reasons, I am of the view that the respondent has been served and despite service, there is nobody appearing on behalf of the respondent.
8. For the said reasons, the petition is allowed and the following directions are issued:-
 - i. Mr. Uttkarsh (Adv.) (Mob. No. 9871926153) 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, including the fact of whether the petitioner has committed any illegality and made the building contrary to the sanction plan in an illegal manner is left open for adjudication by the learned arbitrator.
 - vi. The parties shall approach the learned Arbitrator within two weeks from today.
9. The affidavit of service handed over in Court is taken on record.

JASMEET SINGH, J

SEPTEMBER 9, 2024/NG