



2024:DHC:6675



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IN THE HIGH COURT OF DELHI AT NEW DELHI

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ARB.P. 408/2024

M/S AXALTA COATING SYSTEMS INDIA
PVT. LTD.

.....Petitioner

Through: Mr. Armaan Verma, Adv.

versus

M/S PANDIT AUTOMOBILES PVT. LTD.Respondent

Through: Ms. Sonal Alagh, Adv.

CORAM:**HON'BLE MR. JUSTICE C. HARI SHANKAR****ORDER (ORAL)****30.08.2024**

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1. This is a petition under Section 11(5) of the Arbitration and Conciliation Act 1996¹ for reference of disputes between the parties to arbitration.

2. The dispute arises in the context of a Supply Agreement dated 20 April 2018, executed between the petitioner and the respondent. The Supply Agreement envisages resolution of the disputes by arbitration and the relevant clause in that regard reads thus:

“12 Governing law, Jurisdiction and Dispute Resolution

12.1. This Agreement, its performance and any dispute or claim arising out of or in connection with it shall be governed by and construed in all respects in accordance with the laws of India.

12.2. All Disputes or claims arising out of or relating to this Agreement shall be subject to the exclusive jurisdiction of the courts at New Delhi to which the Parties irrevocably submit.

Signature Not Verified¹ “the 1996 Act” hereinafterDigitally Signed By: AHT
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HARI SHANKAR
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12.3. All disputes or differences whatsoever arising between the parties out of or relating to the construction, meaning and operation or effect of this Agreement or the breach thereof shall be settled amicably. If, however, the Parties are not able to resolve them amicably within a period of thirty days or any longer period as agreed upon by the Parties from the date of commencement of such negotiation the same would be resolved by arbitration. The dispute may be referred to the arbitration by either Party after issuance of thirty days notice in writing to other, clearly mentioning the nature of the dispute/differences. Such arbitration shall be conducted by a Sole Arbitrator to be appointed by Parties hereto by mutual consent. The Arbitration and Conciliation Act, 1996 or any statutory modification thereof shall apply to the arbitration proceedings and the venue for the arbitration proceedings shall be New Delhi (India). All the arbitration proceeding shall be carried out in English language.”

3. The petitioner addressed a notice to the respondents under Section 21 of the 1996 Act on 25 July 2023, seeking reference of the disputes between the parties to arbitration.

4. Ms. Sonal Alagh, learned Counsel for the respondent has no objection to reference of the disputes between the parties to arbitration.

5. Accordingly, learned Counsel also agree that the matter may be referred to the DIAC to appoint a suitable arbitrator.

6. Accordingly, the dispute is referred to the DIAC which will appoint a suitable arbitrator to arbitrate on the disputes between the parties.

7. The arbitration shall take place under the aegis of the DIAC and shall abide by its rules and regulations.

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8. The arbitrator shall be entitled to charge fees as per the schedule of fees maintained by the DIAC.
9. The learned arbitrator is also requested to file requisite disclosure under Section 12(2) of the 1996 Act within a week of entering on the reference.
10. The petition is disposed of in the aforesaid terms.

C.HARI SHANKAR, J

AUGUST 30, 2024/aky

Click here to check corrigendum, if any

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