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

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**Date of Decision : 11.11.2024**

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**ARB.P. 458/2024**

M/S SHIVANSH MANPOWER AND SECURITY .....Petitioner  
Through: Ms. Suyashi Singh, Mr. D.K. Singh  
and Mr. Himanshu Bhardwaj, Advs.  
(through v/c)  
versus

M/S YUANTAI INTERNATIONAL SUPPLY CHAIN  
MANAGEMENT PVT LTD .....Respondent  
Through: Mr. Amit Kumar and Mr. Sidhartha  
Verma, Advocates.

**CORAM:****HON'BLE MR. JUSTICE SACHIN DATTA****SACHIN DATTA, J. (ORAL)**

1. The present petition under Section 11(6) of the Arbitration and Conciliation Act, 1996 (hereinafter referred as 'the A&C Act') seeks appointment of a Sole Arbitrator to adjudicate the disputes between the parties. These disputes stem from an agreement dated 01.04.2020. In terms of the said agreement, the petitioner was required to provide professional housekeeping, loading/unloading, and other manpower services to the respondent.
2. The arbitration clause in the Agreement between the parties is in the following terms: -

**"12. DISPUTE RESOLUTION:**

*In the event of a dispute or difference of any nature whatsoever between the Parties arising as a result of this Agreement, the same shall be, as far as possible, be resolved*



*through negotiations and in the event of failure of dispute resolution by negotiations, the dispute shall be referred to Arbitration. Either party to this agreement can refer the dispute for resolution to a sole arbitrator or in case of disagreement in the appointment of the arbitrator to three arbitrators, of which each party shall nominate one and the third arbitrator shall be appointed by the said two arbitrators. Notwithstanding anything contained herein, if any party fails to accord consent for mutually appointing the sole arbitrator within 30 days of receipt of arbitration notice by other, aggrieved party reserve its right to invoke other legal recourse available in the law such as by way of filing injunction / suit in the court of competent jurisdiction. The decision of the Arbitral Tribunal shall be final and binding on both the parties. The venue of arbitration shall be New Delhi and the Arbitration proceedings shall be conducted in accordance with provisions of the Arbitration and Conciliation Act, 1996, or any subsequent modifications thereto. The proceeding shall be in English. Each party shall bear and pay its own costs and expenses in connection with the arbitration proceedings unless the arbitrators direct otherwise. For the avoidance of doubt, the provisions of this Clause do not prevent either party from applying for an interim court order at any time.”*

3. Disputes between the parties arose when the respondent terminated the agreement on 05.10.2020, six months before its expiry. Consequently, on 06.05.2024, the petitioner issued a legal notice, seeking compensation or reinstatement of services under the agreement. The respondent, however, failed to acknowledge or respond to the said notice.
4. Subsequently, the petitioner approached the New Delhi District Legal Services Authority for pre-institution mediation, but the respondent did not cooperate.



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5. Thereafter, the petitioner filed a civil suit (Comm No. 359/2021) in the Commercial Court at Patiala House, New Delhi. However, due to the arbitration clause in the agreement, the suit was withdrawn.

6. The petitioner has now approached this Court, through the present petition, seeking the appointment of a Sole Arbitrator to adjudicate the dispute.

7. The existence of arbitration clause is evident from a perusal of the agreement and as such, there is no impediment in appointing an independent Sole Arbitrator for adjudicating the disputes between the parties, as prayed for, as mandated in terms of the judgments of the Supreme Court in ***In Re: Interplay between Arbitration Agreement under the Arbitration and Conciliation Act, 1996 and the Indian Stamp Act, 1899*** bearing the Curative Petition (C) No. 44/2023 decided on 14.12.2023, and ***SBI General Insurance Co. Ltd. v. Krish Spinning, 2024 INSC 532***.

8. Learned counsel for the respondent does not dispute existence of the arbitration agreement between the parties and accedes to an independent Sole Arbitrator being appointed to adjudicate the disputes between the parties.

9. Accordingly, Ms. Ramya S. Goel, Advocate (Mobile - +91 9818761209), is appointed as the Sole Arbitrator to adjudicate the disputes between the parties.

10. The respondent shall be entitled to raise preliminary objections as regards jurisdiction/arbitrability, which shall be decided by the learned arbitrator, in accordance with law.

11. The learned Sole Arbitrator may proceed with the arbitration proceedings subject to furnishing to the parties requisite disclosures as



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required under Section 12 of the A&C Act.

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

13. The parties shall share the arbitrator's fee and arbitral costs, equally.

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

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

16. The present petition stands disposed of in the above terms.

**SACHIN DATTA, J**

**NOVEMBER 11, 2024/sv**