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

+ **ARB.P. 469/2024**

ADITYA BIRLA FINANCE LIMITED

.....Petitioner

Through: Mr Ravi Gupta, Sr. Adv. with Mr
Mahip Dutta, Mr Aman Vasisth, Ms
Muskaan Mehra and Mr Chaitanya
Malhotra, Advs.

versus

RAHUL TRADING COMPANY & ORS

.....Respondents

Through: Mr Atul Kumar, Adv.

CORAM:

HON'BLE MR. JUSTICE JASMEET SINGH

ORDER

02.09.2024

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I.A. 38023/2024

1. This is an application seeking revival of the arbitration proceedings.
2. On 12.07.2024, this Court disposed of the petition under Section 11(6) of the Arbitration and Conciliation Act, 1996. The operative portion of the order dated 12.07.2024 reads as under:

“6. Mr Chandra, learned counsel for the respondents has handed over the reply which is taken on record. However, on instructions from Mr Navneet Gupta (Proprietor of Respondent No. 1) who is present in Court today through VC states that there is no dispute between the parties and the respondent is ready and willing to make the entire payment of Rs. 6.5 crores. However, he only seeks accommodation to make the payment.



7. I am inclined to grant time to the respondents to make the payment. The respondents shall make the payment of Rs. 6.5 crores in the following manner:-

- i. Rs. 50 lakhs by 20.07.2024,*
- ii. Rs. 50 lakhs by 20.08.2024*
- iii. Rs. 50 lakhs by 20.09.2024*
- iv. Rs. 1 crore by 31.10.2024 and the balance amount by 30.11.2024.”*

3. Mr Gupta, learned senior counsel for the petitioner states that the petitioner has received only the first instalment of Rs. 50 lakhs, however, no instalment for 20.08.2024 has been paid. Hence, the present application for revival.

4. Mr Gupta states that the petitioner is no longer bound by the settlement and will claim the amounts due and payable as per the Agreements.

5. From the facts narrated above and in view of the order passed on 12.07.2024, it is clear that the respondents agreed that there are amounts due and payable to the petitioner. It is also evident that only a small payment has been made and the balance payment is outstanding.

6. It is clear that there are disputes pending between the parties. The arbitration clause has also been admitted by the respondents.

7. Hence, the application is allowed and consequently, the petition is also allowed. Since the parties are still having disputes between them, the following directions are issued:-

- i) Mr. Justice Talwant Singh (Retd.) (Mob. No 9910384653) 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'). The remuneration of the learned Arbitrator shall be in terms of the Delhi International Arbitration Centre (Administrative Cost and Arbitrators' Fees) Rules, 2018.
- iii) The learned Arbitrator is requested to furnish a declaration in terms of Section 12 of the Act prior to entering into the reference.
- iv) 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.
- v) The parties shall approach the learned Arbitrator within two weeks from today.

JASMEET SINGH, J

SEPTEMBER 2, 2024

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Click here to check corrigendum, if any