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

\+ **ARB.P. 511/2024 and I.A. 8839/2024**

BRIGHT TOURS AND TRAVELS ..... Petitioner

Through: Mr. Saakaar Sardana, Ms. Bhumika Kapoor and Ms. Surabhi Sardana, Advs.

versus

INDIAN OIL CORPORATION LTD ..... Respondent

Through: Ms. Mala Narayan, Mr. Shashwat Goel & Ms. Isha Ray, Advocates. (M: 9811017666)

CORAM:
JUSTICE PRATHIBA M. SINGH

ORDER

% **23.04.2024**

1. This hearing has been done through hybrid mode.

I.A.8839/2024 (for exemption)

2. This is an application seeking exemption from filing originals/certified/cleared/typed or translated copies of documents, left side margins, electronic documents, etc. Original documents shall be produced/filed at the time of Admission/Denial, if sought, strictly as per the provisions of the DHC (Original Side) Rules, 2018.

3. Exemption is allowed, subject to all just exceptions.

4. Accordingly, the application is disposed of.

ARB.P.511/2024

5. The present petition has been filed on behalf of the Petitioner-M/s Bright Tours and Travels under Section 11 of the Arbitration and Conciliation Act, 1996 *(hereinafter, '1996 Act')* seeking appointment of an

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arbitrator in terms of the COCO Service Provider Agreement dated 31st December, 2020 *(hereinafter, 'Agreement')*.

6. It is stated in the petition that in terms of the Agreement entered into between the parties herein, the Petitioner was operating a petrol pump of Indian Oil Corporation at-Delhi-Jaipur Road, Opposite NSG 50 Km Stone, Manesar, Gurgaon, Haryana.

7. It is alleged by the Respondent that certain fleet cards issued to the transporters were misused by the Petitioner's employees. On 7th January, 2023, a verification was conducted leading to a communication by the Respondent to the Petitioner via letter dated 25th January, 2023 *(hereinafter, 'correspondence')*. Subsequently, on 24th March, 2023 the Respondent addressed the Petitioner through a 'Fact Finding Letter' wherein it was alleged by the Respondent that the Petitioner was involved in a fraudulent activities which led to the aforesaid 'Xtrapower Transactions' amounting to Rs. 74,87,000/-

8. It is the case of the Petitioner that on 26th February, 2023, pressured by the representatives of the Respondent, the Petitioner had issued a termination notice. It is stated that Clause 11 of the said termination notice mandates a termination notice period of 90 days. However, despite this, the Respondent compelled the Petitioner to vacate the premises by 4th April, 2023 as communicated vide email dated 3rd April, 2023. The Petitioner further asserts that the Respondent owes the Petitioner a total amount of Rs.1,49,29,214.10 /-.

9. Accordingly, on 19th December, 2023 the Petitioner invoked arbitration under Section 21 of the 1996 Act in terms of Clause 49 of the Agreement. The said arbitration clause reads as under:

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"49. Any dispute or difference of any nature whatsoever any claim, cross-claim, counter-claim or set off of the Corporation against the SERVICE PROVIDER or regarding any right, liability, act, omission or account of any of the parties hereto arising out of or in relation to this agreement shall be dealt with under the provisions of Arbitration & Conciliation Act, 1996 as amended from time to time.
50. The parties hereby agree that the courts In the city of New Delhi alone shall have jurisdiction to entertain any application or other proceedings in respect of anything arising under his agreement."

10. It is submitted by Mr. Sardana, ld. Counsel for the Petitioner that maximum loss to the Respondent would be around Rs.75,000/-. However, the amounts of dues are more than Rs.1.5 crores.

11. On the other hand, Ms. Narayan, ld. Counsel appearing for the Respondent - M/s Indian Oil Corporation Ltd. submits that she has no objection in the appointment of the arbitration but refutes the contentions of the Petitioner.

12. After considering the matter, clearly there is a dispute, which requires adjudication between the parties. Accordingly, **Ms. Sangeeta Sondhi, Advocate (M:9810243382)** is appointed as the Sole Arbitrator to adjudicate the disputes between the parties.

13. The arbitration shall take place under the aegis of the Delhi International Arbitration Centre (DIAC). The fee of the Arbitrator shall be paid as per Fourth Schedule under the 1996 Act as amended by the DIAC Rules, 2023.

14. The petition is disposed of.

15. List before the DIAC on 20th May, 2024.

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16. Let a copy of the present order be emailed to Secretary, DIAC on email id- delhiarbitrationcentre@gmail.com.

PRATHIBA M. SINGH, J.

APRIL 23, 2024/*dk/rks*

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