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

+ **ARB.P. 516/2024**

DELHIVERY LIMITED

.....Petitioner

Through: Mr. Sarthak Miglani, Adv.

versus

DEIN KLEIDER FASHION PRIVATE LIMITEDRespondent

Through: Mr. Kunal Aggarwal, Adv.

CORAM:

HON'BLE MR. JUSTICE JASMEET SINGH

ORDER

10.07.2024

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1. This is a petition filed under section 11(5) of the Arbitration and Conciliation Act, 1996 seeking appointment of a Sole Arbitrator to adjudicate the disputes between the parties arising out of Delivery Services Agreement dated 17.01.2023.

2. The arbitration clause is Clause 19 of the Agreement, and reads as under:

“19. Dispute Resolution

All disputes arising out of or in relation to this Agreement, including any question regarding its existence, validity or termination, which cannot be amicably resolved by the Parties within 15 days of being brought to their attention, such 15 (fifteen) day period is referred to as the "Consultation Period"), and if such dispute is still not resolved, the dispute shall be



settled by arbitration governed by the provisions of Arbitration and Conciliation Act, 1996. The Parties mutually agree to appoint a sole arbitrator. The venue/seat of Arbitration shall be New Delhi and the language of arbitration shall be English.”

3. Since there were disputes between the parties, the petitioner invoked arbitration *vide* Legal Notice dated 11.02.2024.

4. Mr. Aggarwal, learned counsel for the respondent has no objection to the petition being allowed and the appointment of an Arbitrator. However, he states that the shipping data regarding the respondent has not been provided to the respondent.

5. It is directed that the petitioner shall provide shipping data of the respondent along with the statement of claims in order to enable the respondent to file a meaningful statement of defence and counter claims, if any.

6. For the said reasons, the petition is allowed and the following directions are issued:-

vi) Ms. Chand Chopra, Advocate (Mob. No. 9915907494) is appointed as a Sole Arbitrator to adjudicate the disputes between the parties.

vii) 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 Fourth Schedule of the Arbitration & Conciliation Act, 1996.

viii) The learned Arbitrator is requested to furnish a declaration in terms of Section 12 of the Act prior to entering into the



reference.

ix) 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 on merits of the dispute of either of the parties, are left open for adjudication by the learned arbitrator.

x) The parties shall approach the learned Arbitrator within two weeks from today.

7. The petition is allowed and disposed of in the aforesaid terms.

JASMEET SINGH, J

JULY 10, 2024/NG

Click here to check corrigendum, if any