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IN THE HIGH COURT OF DELHI AT NEW DELHI

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ARB.P. 577/2024

SANJEEV GOYAL

.....Petitioner

Through: Mr. Swarnendu Chatterjee, Ms.
Deepakshi Garg, Ms. Jagriti Vij, Advs.

versus

ACHAL GUPTA & ORS.

.....Respondent

Through: Mr. Akshay Sharma, Adv.

CORAM:

HON'BLE MR. JUSTICE JASMEET SINGH

ORDER

09.07.2024

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1. This is a petition under section 11 of the Arbitration and Conciliation Act, 1996 seeking appointment of an arbitrator in terms of the Shareholder's Agreement dated 13.10.2022.
2. The arbitration clause is contained as clause No. 11.3 of the Arbitral Shareholder's Agreement which reads as under:-

“11.3. Arbitration

11.3.1. In the event that the Parties are unable to resolve a Dispute as provided above, such Disputes shall be referred to and finally resolved by arbitration in accordance with the (Indian) Arbitration and Conciliation Act, 1996 for the time being in force, which rules are deemed incorporated by reference in this clause. The seat, place and venue of the arbitration shall



be New Delhi. The language of the arbitration shall be English. Any arbitral award rendered by the tribunal shall be final and binding on the parties and judgment may be entered thereon or on any order of enforcement obtained in any court having jurisdiction.”

3. Under the agreement, the petitioner was to transfer his shares in 3 companies to the respondent and the respondent was to pay a sum of Rs. 4.75 crores along with interest to the petitioner.
4. Since it is alleged that the respondent failed to adhere to its contractual obligations, the petitioner invoked the arbitration vide legal notice dated 09.04.2024.
5. Mr. Sharma, learned counsel for the respondent has filed a reply and states that there is no dispute subsisting between the parties and hence, the matter should not be referred to the arbitration.
6. A perusal of the facts noted above shows that the petitioner is claiming that the respondent was to pay a sum of Rs. 4.75 crores to the petitioner for transfer of shares in 3 companies.
7. Since the amounts have not been paid, prima facie, there seems to be a dispute between the parties.
8. For the said reasons, the petition is allowed and the following directions are issued:-
 - i) Mr. Rakesh Kumar Dudeja, Advocate (Mob. No. 9810147798) 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 Fourth Schedule of the Arbitration & Conciliation Act, 1996.
- 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 on 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.
9. The respondent is at liberty to file an application under Section 16 of the Arbitration and Conciliation Act, 1996 raising all legal issues which should be decided by the learned Arbitrator in accordance with law.
10. At request of Mr. Sharma, learned counsel, it is directed that the learned Arbitrator appointed today will enter reference after 4 weeks from today in order to give the respondent a chance to settle the disputes between the parties.
11. The petition is disposed of in the aforesaid terms.

JASMEET SINGH, J

JULY 9, 2024 / (MS)

Click here to check corrigendum, if any