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

+ **ARB.P. 588/2024**

ECOM EXPRESS LIMITED

.....Petitioner

Through: Ms Mehak Kalra, Ms Monica Besoya,
Ms Samridhi Sachdeva and Mr Sarth
Sharma, Advs.

versus

DEEPAK KUMAR, PROPRIETOR OF ARTU INFOTECH

.....Respondent

Through: None

CORAM:

HON'BLE MR. JUSTICE JASMEET SINGH

ORDER

10.07.2024

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1. This is a petition under Section 11(6) of the Arbitration and Conciliation Act, 1996 seeking appointment of a Sole Arbitrator arising out of Service Agreement dated 24.03.2022. The arbitration clause is Clause 18 and reads as under:

*“18. **DISPUTE RESOLUTION:** The Parties shall attempt to mutually resolve all disputes arising out of or in relation to this Agreement, including any question regarding its existence, validity or termination within 15 days of being brought to its attention (“Consultation Period”) and if any such dispute is not resolved, the dispute shall be settled by arbitration governed by the provisions of Arbitration and Conciliation Act, 1996. The Parties shall mutually appoint a sole arbitrator for arbitration proceedings within 15 days following the expiry o/Consultation Period. If the Parties are not*



able to agree on a sole arbitrator, either of the Parties shall be entitled to approach the Court for the appointment of the arbitrator in terms of the Arbitration and Conciliation Act, 1996 (including the amendments thereto). The venue and seat of Arbitration shall be New Delhi and the language of arbitration shall be English. A dispute shall be deemed to have arisen when either Party notifies the other Party in writing to that effect. The Arbitral award passed by the Arbitrator shall be in writing and shall be final and binding on the Parties”

2. Since there were disputes between the parties, the petitioner invoked arbitration *vide* legal notice dated 12.03.2024.
3. Thereafter the present petition was filed on 07.05.2024. Notice was issued to the respondent.
4. The petitioner has filed its affidavit of service wherein the respondent has been served with the summons on 17.05.2024 on e-mail id: artulogistic@gmail.com. This is the e-mail id of the respondent given in the Agreement dated 24.03.2022 at Clause No. 23.
5. Hence, I am satisfied that the respondent has been served with the summons in the present petition. Despite service, there is nobody appearing on behalf of the respondent.
6. For the said reasons, the petition is allowed. Since the parties are still having disputes between them, the following directions are issued:-
 - i) Mr. Brijender Singh, Advocate (Mob. No. 9810616615) 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.
7. The petition is allowed and disposed of in the aforesaid terms.

JASMEET SINGH, J

JULY 10, 2024

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Click here to check corrigendum, if any