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

+ **ARB.P. 599/2024**

FAMOUS INNOVATIONS DIGITAL CREATIVE PVT. LTD.

.....Petitioner

Through: Mr. Shaurya Gupta, Adv.

versus

MAHESH EDIBLE OIL INDUSTRIES LIMITED

.....Respondent

Through: Mr. Sharma, Adv.

CORAM:

HON'BLE MR. JUSTICE JASMEET SINGH

ORDER

% **15.10.2024**

1. This is a petition filed under Section 11(6) of the Arbitration and Conciliation Act, 1996, seeking appointment of the Sole Arbitrator for adjudication of disputes between the parties.
2. The facts are that the petitioner is engaged in providing services related to designing and advertisement. Respondent was desirous of availing the service of the petitioner; hence the parties herein entered into an Agreement for Creative Service dated 27.07.2022.
3. In terms of the said Agreement, the petitioner performed its obligations and raised several invoices.
4. The arbitration clause is clause No. 16 of the said Agreement which reads as under:

“16. Dispute Resolution, Governing Law and Jurisdiction



If any dispute or difference of any kind whatsoever shall arise between the Parties in connection with or arising out of this Agreement (and whether before or after the termination or breach of this Agreement). Parties shall promptly and in good faith negotiate with a view to its amicable resolution and settlement.

In the event no amiable resolution or settlement is reached within a period of fifteen (15) days from the date on which the dispute or difference arose, such dispute or difference shall be referred to arbitration by of the sole Arbitrator to be appointed by the Client in accordance with and subject to the provisions of the Arbitration and Conciliation Act, 1996 or any statutory modifications or re-enactment thereof for the time being in force. The arbitration proceedings shall be held in New Delhi.

This Agreement shall be governed by and construed in accordance with the laws in India. The Parties agree to submit any dispute/ determination hereunder to the exclusive jurisdiction of the Courts of New Delhi.”

5. As the respondent failed to pay the amount allegedly due and payable to the petitioner, the petitioner invoked the arbitration vide legal Notice dated 24.11.2023.
6. Mr. Sharma, learned counsel appears for the respondent and has no objection to the petition being allowed subject to leaving all his rights and contentions open.
7. For the said reasons, the petition is allowed and the following directions are issued:-



- i) Mr. Manoj Kumar Sharma, (Adv.) (Mob. No. 9811139236) 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').
- iii) The remuneration of the learned Arbitrator shall be in terms of DIAC (Administrative Cost and Arbitrators' Fees) Rules, 2018.
- iv) The learned Arbitrator is requested to furnish a declaration in terms of Section 12 of the Act prior to entering into the reference.
- v) 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.
- vi) The parties shall approach the learned Arbitrator within two weeks from today.

8. The present petition is disposed of in the aforesaid terms.

JASMEET SINGH, J

OCTOBER 15, 2024/sp

[Click here to check corrigendum, if any](#)