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

+ **ARB.P. 631/2024& I.A. 10845/2024**

**M/S D. S. UNITED**

.....Petitioner

Through: Mr. Avijit Dikshit, Adv.

versus

**NATIONAL AGRICULTURAL COOPERATIVE MARKETING  
FEDERATION OF INDIA LIMITED & ORS.**

.....Respondent

Through: Mr. Aditya Vijay Kumar and Ms.  
Akshita, Advs.

**CORAM:**

**HON'BLE MR. JUSTICE JASMEET SINGH**

**ORDER**

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**10.07.2024**

**I.A. 10844/2024-EX.**

1. Exemption is granted subject to all just exceptions.
2. The petitioner shall file legible and clearer copies of exempted documents, compliant with practice rules before the next date of hearing.
3. The application is disposed of.

**ARB.P. 631/2024**

4. This is a petition filed under section 11(6) of the Arbitration and Conciliation Act, 1996 seeking appointment of an Arbitrator to adjudicate the disputes between the parties.
5. On 01.07.2020, the respondent floated the tender for purchase of various pulses and oilseeds, the petitioner participated in the same and was the declared as the successful bidder in the tender.
6. Since there were disputes between the parties, the petitioner invoked the arbitration *vide* Legal Notice dated 25.08.2023.
7. The arbitration clause is Clause 21 of the tender document, which



reads as under:-

*“21.1 The contract/tender document shall be constituted and the legal relation between the parties hereto shall be determined and governed according to the laws of Republic of India and only courts at Delhi and the High Court of Delhi shall have the jurisdiction in all matters arising out of/ touching and/or concerning this agreement and parties to this agreement agree to irrevocably submit to the exclusive jurisdiction of those courts for the purpose of any such proceedings. The aforementioned exclusive and irrevocable jurisdictions of aforesaid courts are irrespective of place of occurrence of any cause of action pertaining to any dispute between the parties.*

*21.2 All or any disputes arising out or touching upon or in relation to the terms of this tender document and process thereof including the interpretation and validity of the terms thereof and the respective rights and obligations of the parties shall be settled amicably by mutual discussion failing which the same shall be settled through arbitration. 25 The arbitration proceedings shall be governed by the Arbitration and Conciliation Act of 1996 (as amended up to date) or any statutory amendments/ modifications thereof for the time being in force r/w relevant provisions of Multi State Co-operative Societies Act of 2002. The venue of the arbitration shall be at New Delhi India and the language of the arbitration shall be English.”*

8. Mr. Kumar, learned counsel appears for the respondent and does not wish to file a reply. He states that in the present case since the dispute is between a Multi State Co-operative Society, the arbitration would be governed under section 84 (3) and (4) of the Multi State Co-operative Societies Act, 2002. Section 84(3) and (4) which reads as under:-

*“(3) If any question arises whether a dispute referred to*



*arbitration under this section is or is not a dispute touching the constitution, management or business of a multi-State co-operative society, the decision thereon of the arbitrator shall be final and shall not be called in question in any court.*

*(4) Where a dispute has been referred to arbitration under subsection (1), the same shall be settled or decided by the arbitrator to be appointed by the Central Registrar.”*

9. He further states the notice dated 25.08.2023 shows the same intention of the petitioner as the said notice has been addressed to the Central Registrar, Multi State Co-operative Societies.

10. Mr. Dikshit, learned counsel for the petitioner states that he has no objection in case the Central Registrar, Multi State Co-operative Societies appoints an arbitrator.

11. In this view of the matter, the petition is allowed and the Central Registrar, Multi State Co-operative Societies shall appoint an arbitrator to adjudicate the disputes between the parties in accordance with law.

12. The claims and counter claims of the parties are left open for the adjudication by the learned Arbitrator.

13. The fees of the learned Arbitrator shall be fixed as per the Fourth Schedule of the Arbitration and Conciliation Act, 1996.

14. It is clarified that this court has not commented on the merits of the disputes.

15. The petition is disposed of in the aforesaid terms.

**JASMEET SINGH, J**

**JULY 10, 2024/NG**

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