



2024:DHC:8304



\$~65

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

%

Date of Decision : 22.10.2024+ **ARB.P. 632/2024****M S SIS LIMITED**

.....Petitioner

Through: Mr. Anupam Kishore Sinha, Mr.
Praeep K. Tiwar, Mr. Apoorv Jha and
Mr. Sahitya Srivastava, Advs.

versus

M S LUMINOUS POWER TECHNOLOGIES PRIVATE LIMITED

.....Respondent

Through: Mr. Aruj Dhingra and Mr. Himanshu
Kr. Balajee, Advs.**CORAM:****HON'BLE MR. JUSTICE SACHIN DATTA****SACHIN DATTA, J. (Oral)**

1. The present petition under Section 11(6) (a) of the Arbitration and Conciliation Act, 1996 seeks constitution of a Arbitral Tribunal in terms of the Arbitration Clause contained in the agreements dated 17.08.2022 and 25.08.2023 between the petitioner and the respondent. The arbitration clause in the said agreements is in the following terms:

“17.Arbitration:

Any dispute, controversy or claim between the Parties hereto arising out of or in connection with this Agreement including any question regarding its existence, validity, interpretation, breach or termination, or any default of any obligation hereunder (“Dispute”) either during or after the Term, hereof, shall be settled amicably by the Parties within 15 (fifteen) days of the receipt of the notice of the existence of a Dispute. In the event any Dispute cannot be resolved within 15 (fifteen) days from notice of



the Dispute, either Party may refer the Dispute to be finally settled by arbitration in accordance with the Indian Arbitration and Conciliation Act, 1996 and the rules framed hereunder. The Arbitration proceedings shall be conducted by a sole arbitrator mutually appointed by the Parties. The venue and seat of arbitration shall be New Delhi and the arbitration proceedings shall be conducted in the English language.”

2. The petitioner invoked arbitration vide its notice dated 07.02.2024 and proposed names of certain persons for appointment as Sole Arbitrator, with mutual consent. However, the parties failed to mutually agree in this regard. In the circumstances, the present petition has been filed.
3. Learned counsel for the respondent does not dispute the existence of the arbitration clause as incorporated in the aforementioned agreement. He has no objection to an independent Sole Arbitrator being appointed by this Court.
4. Accordingly, with the consent of the parties, Ms. Kadambari, Advocate (Mob. No.: +91 9811111892) is appointed as the Sole Arbitrator to adjudicate the disputes between the parties.
5. The parties shall be at liberty to raise their claims/counter-claims which shall be duly considered by the learned sole arbitrator in accordance with law.
6. The learned Sole Arbitrator may proceed with the arbitration proceedings subject to furnishing to the parties requisite disclosures as required under Section 12 of the A&C Act.
7. It is further agreed between the parties that the arbitration shall be conducted under the aegis of, and as per rules of the Delhi International Arbitration Centre (DIAC). It is ordered accordingly. Let a copy of this



2024:DHC:8304



order be communicated to the Organizer, DIAC.

8. Nothing in this order shall be construed as an expression of opinion on the merits of the controversy between the parties.

9. The petition is disposed of in the above terms.

SACHIN DATTA, J

OCTOBER 22, 2024/cl