



2024:DHC:7130



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

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ARB.P. 673/2024

M/S CANON INDIA PVT LIMITED

.....Petitioner

Through: Mr. Anshul Sehgal, Mr.  
Pranshu Paul and Mr. Divyanshu Jain, Advs.

versus

M/S ABHAY GRAPHICS THROUGH ITS

PROPRIETOR MR RAMAN SHARMA .....Respondent

Through: Ms. Saivi Kumari, Ms. Simran,  
Mr. Sachin Kumar and Mr. Shishant, Advs.**CORAM:****HON'BLE MR. JUSTICE C. HARI SHANKAR****ORDER (ORAL)****13.09.2024**

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1. This is a petition under Section 11 of the Arbitration and Conciliation Act, 1996<sup>1</sup>, seeking reference of the disputes between the parties to arbitration.

2. The dispute arises in the context of a Total Guarantee Agreement dated 29 May 2018 executed between the petitioner and the respondent. Clause 8 of the Agreement envisages resolution of disputes by arbitration and reads thus:

“8. This agreement shall be governed by the Laws of India. All disputes or differences arising between the parties in respect of these terms and conditions shall be settled by arbitration under provisions of the Arbitration and Conciliation Act 1996 by reference to a sole Arbitrator appointed with mutual consent. The venue of Arbitration shall be Delhi and language will be English.”

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<sup>1</sup> “the 1996 Act”, hereinafter



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3. Disputes having arisen between the parties, the petitioner addressed a notice to the respondent under Section 21 of the 1996 Act on 16 May 2023, seeking reference of the disputes to arbitration.
4. Ms. Saivi Kumari, learned Counsel for the respondent has not contested the existence of the arbitration agreement between the parties. Her only submission is that the notice dated 16 May 2023 under Section 21 of the 1996 Act was issued to erroneous email ID of Mr. Chetan Kohli as the proprietor of the respondent whereas the respondent's proprietor is Mr. Raman Sharma.
5. It is seen that the notice was not only sent by e-mail but also sent to the address of the respondent at A-36, FIEE Complex, Maa Anandmayi Marg, Okhla Industrial Area-II, New Delhi-110020.
6. Ms. Saivi Kumari does not dispute the fact that this is the physical address of the respondent.
7. In any event, the respondent has appeared before the Court and has filed a reply contesting the case. It would be a mere hypertechnicality, therefore, to proceed on the basis of whether the e-mail ID at which the Section 21 notice was, or was not, the correct e-mail ID of the respondent.
8. The parties have not been able to arrive at a consensus regarding arbitration.



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9. Accordingly, this Court refers the disputes to the Delhi International Arbitration Centre<sup>2</sup> to appoint a suitable arbitrator to arbitrate on the disputes between the parties.

10. The arbitration shall take place under the aegis of the DIAC and shall abide by its rules and regulations.

11. The arbitrator shall be entitled to charge fees as per the schedule of fees maintained by the DIAC.

12. The learned arbitrator is also requested to file the requisite disclosure under Section 12(2) of the 1996 Act before entering on the reference.

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

**C.HARI SHANKAR, J**

**SEPTEMBER 13, 2024/aky**

*Click here to check corrigendum, if any*

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<sup>2</sup> "the DIAC", hereinafter