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

+ **ARB.P. 686/2024**

M/S LIVGUARD ENERGY TECHNOLOGIES PRIVATE LIMITED

.....Petitioner

Through: Mr. Abhishek Dev, Adv.

versus

M/S RAGHAV MOTORS & ORS.

.....Respondent

Through: Mr. Birinder Singh Khehar, Adv.

CORAM:

HON'BLE MR. JUSTICE JASMEET SINGH

ORDER

08.08.2024

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1. This is a petition filed under Section 11 of the Arbitration and Conciliation Act, 1996 seeking appointment of a Sole Arbitrator to adjudicate the disputes between the parties.

2. On 31.10.2018, an agreement was executed between the petitioner and the respondent appointing respondent as an authorized dealer/distributor for the petitioner's product. The arbitration clause is clause 21 of the agreement, which reads as under:-

"21. DISPUTE RESOLUTION

21.1. Any and all disputes, controversies and conflicts ("Disputes") arising out of this Agreement between the parties or arising out of or relating to or in connection with this Agreement and the performance or non-performance of the rights and obligations set forth herein or the breach, termination or invalidity thereof shall be referred to the business head of



each party to be settled jointly and amicably within 21 days after written notice of such dispute has been given by one party to the other party.

21.2. Failing an amicable settlement of any Dispute pursuant to the above within the specified 21 days period, such Dispute arising out of or relating to this Agreement, shall be settled by arbitration In accordance with the Arbitration and Conciliation Act, 1996 or any statutory amendment thereof The place of arbitration shall be at Delhi, India and the language used in the arbitral proceedings shall be English.

21.2. The arbitral tribunal shall consist of one arbitrator to be nominated and appointed by the Company, to which the Authorized Dealer / Distributor hereby agrees. The authority of the Company to appoint the arbitrator and the arbitrator so appointed shall not be objected to or challenged by the Arbitrator Dealer / Distributor in any manner whatsoever."

3. Since there were disputes between the parties, the petitioner invoked arbitration *vide* Legal Notice dated 11.12.2023.

4. Mr. Khehar, learned counsel appears for the respondents and states that he has no objection to the appointment of the Sole Arbitrator.

5. For the said reasons, the petition is allowed. Since the parties are still having disputes between them, the following directions are issued:-

i) Mr. Prabhav Ralli, Adv (Mob. No. 9999249666) 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/counter-claims and 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.

JASMEET SINGH, J

AUGUST 8, 2024/NG

Click here to check corrigendum, if any