



\$~6

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

+ **ARB.P. 742/2024**

M/S PROFICIENCY LEARNING SOLUTIONS PVT LTD

.....Petitioner

Through: Mr. Himanshu Mahajan, Adv.

versus

M/S GURU NANAK BOOK DEPOT & ANR.Respondent

Through:

CORAM:

HON'BLE MR. JUSTICE JASMEET SINGH

ORDER

23.07.2024

%

1. This is a petition filed under section 11(6) of the Arbitration and Conciliation Act, 1996 seeking appointment of a Sole Arbitrator to adjudicate the disputes between the parties.
2. The parties had entered into an Agreement for supply of educational books in January-February, 2020. The petitioner supplied educational and curriculum books to the respondent at his shop, namely Plot No. 88, Sewak Enclave, Rajpura, Punjab-140401.
3. The arbitration clause is Clause 16 of the Agreement, which reads as under:-

“16. Any dispute arising out of this Agreement shall be referred to the Sole Arbitrator appointed by the High Court of Delhi as per the Indian Arbitration & Conciliation Act, 1996 as amended from time to time. The venue of the arbitration shall be Delhi and Language shall be English. The decision of the Arbitrator shall be final and binding on both the parties. The expenses of arbitration shall be borne by the defaulting party or in case of a



settlement by both the parties equally.”

4. Along with the agreement the respondent executed custom registration form and agreement, wherein the e-mail of the respondent was given as “ gndrajpura@gmail.com”.

5. In addition, my attention has also been drawn to document No. 9, wherein the respondent had sent an e-mail from the above said e-mail id.

6. Since there were disputes between the parties, the petitioner invoked the arbitration vide Legal Notice dated 16.06.2023.

7. On 24.05.2024, the petition was listed before this court and the court was pleased to issue notice.

8. As per the office noting, the respondent has been served at the said e-mail id “ gndrajpura@gmail.com”.

9. For the said reasons, I am satisfied that the respondent has been served. Despite service there is nobody appearing on behalf of the respondent.

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

i) Ms. Niyati Kohli, Adv (Mob. No. 9818690207) 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 on 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

JULY 23, 2024/NG

Click here to check corrigendum, if any