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

+ **ARB.P. 750/2024**

ANTRIX CONSTRUCTION PVT LTD

.....Petitioner

Through: Mr Deepak Joshi, Mr Sanjay Sharma,
Mr Vipin Singh Solanki and Mr
Gaurav Sagar, Advs.

versus

A2Z FILTRATION SPECIALITIES PVT LTD

.....Respondent

Through: Mr Asheesh Jain, Mr Gaurav Kumar
and Mr Ishank Jha, Advs.

CORAM:

HON'BLE MR. JUSTICE JASMEET SINGH

ORDER

06.08.2024

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1. This is a petition filed under Section 11(5) of the Arbitration and Conciliation Act, 1996 seeking appointment of the Sole Arbitrator for adjudication of disputes between the parties arising out of the Agreement dated 10.02.2021.
2. The petitioner and the respondent entered into an Agreement dated 10.02.2021 for constructing an industrial building and related miscellaneous building at 175-176, Sector-3, Phase-I, Industrial Estate, Growth Centre, Bawal, Haryana.
3. The arbitration clause is Clause 16 of the said Agreement which reads as under:-

“16. JURISDICTION & DISPUTE RESOLUTION:

16.1 The Parties to this Agreement agree that this Agreement shall be construed in accordance with and exclusively governed by the



laws of India and in the event of any litigation the courts at New Delhi, India shall have the exclusive jurisdiction.

16.2 The Parties further agree that any dispute arising under this Agreement shall be referred to Arbitration of a sole arbitrator, appointed with the mutual consent of the Parties, who shall conduct proceedings in accordance with the provisions of Arbitration and Conciliation Act, 1996. The arbitrator shall give a reasoned award. The place of arbitration shall be New Delhi, India and the language of the arbitration shall be English. The parties further agree that any arbitration award shall be final and binding upon both Parties to this Agreement.

Any and all disputes between the Owner and the Contractor in the first instance will be resolved through arbitration.

The Architect in the first instance will be the Arbitrator. In the case, the Architect is unavailable, unwilling or not acceptable to either of parties to the Contract, the arbitrator will be a person of repute, mutually acceptable to the Owner and the Contractor. The costs incurred in arbitrator will be divided in proportion as recommended by the arbitrator.”

4. Since there were disputes between the parties, the petitioner invoked arbitration *vide* Legal Notice dated 01.03.2024.
5. Mr Jain, learned counsel appears for the respondent and states that he has no objection to the present petition being allowed subject to keeping all the rights and contentions of the respondent open.
6. For the said reasons, the petition is allowed. Since the parties are still having disputes between them, the following directions are issued:-



- i) Mr. Rizwan, Advocate (Mob. No. 9643349576) 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.
7. The petition is allowed and disposed of in the aforesaid terms.

JASMEET SINGH, J

AUGUST 6, 2024/sr [Click here to check corrigendum, if any](#)