



2024:DHC:6641



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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**+ **ARB.P. 793/2024****OMICRON ENERGY SOLUTIONS PVT LTD**PetitionerThrough: Mr. Amit Prabhat Deshpandey
and Mr. Rajesh Pandit Arya, Advocates

versus

YAN ENGINEERS

.....Respondent

Through: Mr. Sourabh Gupta, Mr. Puneet
Yadav and Mr. Akshansh Gupta, Advocate**CORAM:****HON'BLE MR. JUSTICE C. HARI SHANKAR****ORDER (ORAL)**

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29.08.2024

1. This is a petition filed under Section 11(6) of the Arbitration and Conciliation Act, 1996¹, for reference of the disputes between the parties to arbitration.

2. The dispute arises in the context of a Distribution Agreement dated 28 September 2020 executed between the parties. Clause 14.3 of the said agreement envisages resolution of disputes by arbitration, and reads thus :

“14.3 Law and Jurisdiction. This Agreement, including the issue of its valid conclusion and its pre- and post-contractual effects shall exclusively be governed by the laws of India (with the exception of conflict of law rules). All disputes arising out of or in relation to this Agreement shall be finally settled in accordance with provisions of the Arbitration and Conciliation Act, 1996. The Parties agree that the arbitrator is to be appointed by OMICRON and all proceedings will take place in New Delhi. All costs of Arbitration will be shared equally between the parties to the

Signature Not Verified¹ “the 1996 Act”, hereinafterDigitally Signed By: AHT
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dispute.”

3. As disputes arose between the parties, the petitioner addressed a notice to the respondent under Section 21 of the 1996 Act on 5 February 2024 seeking reference of the disputes to arbitration. However, the respondent did not respond to the aforesaid notice.

4. It is in these circumstances that the petitioner has approached this Court under Section 11(6) of the 1996 Act for appointment of an Arbitrator as parties have not been able to arrive at a consensus in that regard.

5. Mr. Sourabh Gupta, learned Counsel for the respondent, submits that respondent has no objection to the appointment of an arbitrator.

6. It is stated that the claim amount is in the region of ₹41 lakhs.

7. Accordingly, the dispute stands referred to the DIAC to appoint a suitable arbitrator to arbitrate on the dispute between the parties.

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

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

10. The learned arbitrator is also requested to file the requisite

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disclosure under Section 12(2) of the 1996 Act within a week of entering on reference.

11. All questions of fact and law shall remain open to be urged before the learned arbitrator.

12. The petition stands disposed of in the aforesaid terms.

C.HARI SHANKAR, J

AUGUST 29, 2024

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Click here to check corrigendum, if any

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