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IN THE HIGH COURT OF DELHI AT NEW DELHI

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ARB.P. 1045/2022

MS. REENA K JAIN PROP OF M/S ARIHANT LABDHI PEARL

..... Petitioner

Through: Mr. Vipin Bhaskar, Adv.

versus

M/S KUNDAN CARE PRODUCTS LTD.

..... Respondent

Through: Mr. Manav Vohra, Adv.

CORAM:

HON'BLE MR. JUSTICE JASMEET SINGH

ORDER

10.01.2024

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1. This is a petition seeking appointment of an Arbitrator in view of Clause 35 of the Super Stockist Agreement dated 28.09.2020. As per the said agreement, Clause 35 reads as under:-

“35. Any dispute or differences whatsoever arising between the parties out of or relating to the meaning, scope, operation or effect of the contract or the validity or the breach thereof shall be finally settled by the sole Arbitrator appointed by the Company in accordance of the Arbitration and Conciliation Act 1996 or any amendment thereof. The Arbitration award shall be final and binding upon the parties and the seat of arbitration shall be at Delhi. The Language of the arbitration shall be English and this agreement shall be governed and interpreted in accordance with laws of India.”

2. The petitioner invoked arbitration vide legal notice dated 12.03.2022.
3. Since the disputes have not been settled, the present petition has been filed.



4. It is stated by Mr. Vohra, learned counsel for the respondent that some of the disputes are barred by limitation.
5. Mr. Bhaskar, learned counsel for the petitioner states that he is only seeking reference of disputes arising out of the Super Stockist Agreement and none of the claims are barred by limitation.
6. Other than the claimed amount, there is another sum of Rs. 5 lakhs which the petitioner is seeking to recover along with interest.
7. These are all issues which the learned Arbitrator will decide, including it being within limitation.
8. In this view of the matter, Mr. Gaurav Barati, Advocate (Mob. No. 9810526981) is appointed as a Sole Arbitrator to adjudicate the disputes between the parties.
 - v) 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.
 - vi) The learned Arbitrator is requested to furnish a declaration in terms of Section 12 of the Act prior to entering into the reference.
 - vii) 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 on merits of the dispute of either of the parties, are left open for adjudication by the learned arbitrator.
 - viii) The parties shall approach the learned Arbitrator within two weeks from today.



9. All the objections regarding law and on facts including filing of the counter claim are kept open.
10. The petition is allowed and disposed of in the aforesaid terms.

JASMEET SINGH, J

JANUARY 10, 2024 / (MS)

[Click here to check corrigendum, if any](#)