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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**
+ **ARB.P. 876/2023**

TOPLINE SOLUTIONS PVT. LTD.

THROUGH ITS DIRECTOR

..... Petitioner

Through: Mr. Kunal Mehta, Advocate.

versus

SUSHILA JHUNJUNWALA & ANR.

..... Respondents

Through: Mr. Surjendu Sankar, Advocate.

AND

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ARB.P. 1163/2023

MR. ABHISHEK JHUNJUNWALA

..... Petitioner

Through: Mr. Surjendu Sankar, Advocate.

versus

M/S. TOPLINE SOLUTIONS PVT. LTD.

..... Respondent

Through: Mr. Kunal Mehta, Advocate.

CORAM:

JUSTICE PRATHIBA M. SINGH

ORDER

% **18.01.2024**

1. This hearing has been done through hybrid mode.
2. The present two petitions arise in respect of consultancy agreements dated 6th August, 2020 and 12th October, 2020. Topline Solutions Pvt. Ltd. has relied upon the first agreement and Jhunjunwala family has relied upon the second agreement.
3. M/s. Topline Solutions Pvt. Ltd. is a company engaged in the business of providing services in the field of finance, secretarial compliance, capital markets *etc.*
4. Mr. Abhishek Jhunjunwala and M/s. Topline Solutions Pvt. Ltd. entered into a consultancy agreement dated 6th August, 2020, regarding services such as transfer of investments including shares and its dividends of late Sh. Raghunath Prasad Jhunjunwala with M/s. Reliance Industries Ltd.



Thereafter, it is averred that on 12th October, 2020, pursuant to certain re-negotiations a subsequent consultancy agreement was entered into which replaced the superseded agreement with consideration of 10% plus GST to M/s. Topline Solutions Pvt. Ltd as consultancy fee.

5. It is the case of Topline Solutions Pvt. Ltd. that it had rendered its services in terms of the consultancy agreement but the dues of Rs. 16,83,163/- have not been paid. It is the case of M/s Jhunjhunwala that the first agreement was superseded by the second agreement dated 12th October, 2020.

6. Both the Id. Counsels submit there are claims and counterclaims by both the parties.

7. The dispute resolution clause in both the agreements reads as under:

“6. Dispute/ Resolution: Any dispute, difference, controversy arising relating to the interpretation of this agreement shall be settled by as per mutual consent. If the parties are unable to resolve the dispute within thirty (30) days from the date of the letter calling of such negotiation by the parties, then either Party may refer such dispute to a sole Arbitrator mutually agreed in between the parties and in the event of dispute, the arbitration shall take place as per the provisions of Arbitration and Conciliation Act, 1996, the Seat of the Arbitration proceedings shall be at Delhi/ New Delhi”

8. The Court has queried from the Id. Counsels for the parties as to the quantum of claims that they have against each other. From the submissions made, it appears that the claims and counterclaim would not exceed Rs.25 lakhs in total.

9. Under such circumstances, the question as to whether the second agreement supersedes the first agreement and as to whether any amounts are



due and payable, would have to be determined by the Id. Arbitrator. Accordingly, **Justice P.S. Teji – Retd (9910384615)** is appointed as the Sole Arbitrator in this matter for adjudicating the claims and counterclaims under both agreements.

10. Considering the nature of the matter, lump sum fee of Rs.3 lakhs is directed to be paid to the Id. Sole Arbitrator. The amount to be shared equally by both the parties.

11. The parties shall appear before the Id. Sole Arbitrator on 16th February, 2024. The Arbitrator is free to explore settlement and proceed with the matter in accordance with law. The venue for the arbitration may be fixed as per the convenience of the Id. Arbitrator.

12. Petitions are disposed of in these terms. All pending applications are also disposed of.

PRATHIBA M. SINGH, J.

JANUARY 18, 2024

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