



\$~1

*

IN THE HIGH COURT OF DELHI AT NEW DELHI

+

ARB.P. 905/2023

ANANTPRABHA ENTERPRISES PRIVATE LIMITED

..... Petitioner

Through: Mr. Himanshu Gupta, Adv.

versus

GINGERPAN SWAPCART PVT LTD

..... Respondent

Through: Harkesh Kumar Dang Vs. Tamanna
Dang Nishant Bhardwaj Adv.

CORAM:

HON'BLE MR. JUSTICE JASMEET SINGH

ORDER

16.02.2024

%

1. This is a petition seeking appointment of an Arbitrator under Section 11(6) of the Arbitration and Conciliation Act, 1996 to adjudicate the disputes arising between the parties in terms of the Franchise MOU dated 24.12.2020.
2. The Arbitration clause in the Franchise MOU reads as under:

“That if at any time, any dispute, doubt or question shall arise between the parties relating to, arising out of, touching upon or connected with this transaction / agreement meaning on effects of this Agreement or any clause thereof or respective rights and liabilities here under or any act or thing to be done or performed by any Party, the same shall be referred and finally decided by Arbitrators. Arbitrator shall be appointed with mutual consent of the parties. The Arbitration proceedings shall be held at New Delhi and will be conducted in accordance with the Arbitration and Conciliation Act 1996.”
3. As per the MOU, the petitioner was a franchisee of the respondent for



running a Salon having brand name “Be U”.

4. It is submitted that since the respondent did not comply with its obligations in terms of the Franchise MOU and abruptly terminated the Franchise MOU vide a Termination-Cum-Payment Demand Notice dated 11.11.2021, the petitioner issued the legal notice dated 07.01.2022 for invoking arbitration. Further, the petitioner sent a reminder to the respondent vide email dated 20.02.2023 for appointment of Arbitrator in terms of the MOU. However, no response was received from the respondent.

5. Hence, the present petition.

6. On the last two dates of hearing, Ms. Nikita Gupta (Adv.) appeared for the respondent and sought time to file reply.

7. Today, there is nobody appearing on behalf of the respondent and nor any reply has been filed till date.

8. For the said reasons, there is no impediment in allowing the present petition since there are disputes existing between the parties.

9. The petition is allowed and the following directions are issued:-

i) Ms. Yashmeet Kaur, Adv. (Mob. No. 9810788943) 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 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

FEBRUARY 16, 2024/NG

Click here to check corrigendum, if any