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

+ **ARB.P. 830/2024**

M/S PROFICIENCY LEARNING SOLUTIONS PVT LTD

.....Petitioner

Through: **Mr. Himanshu Mahajan, Mr. Lakshay Chhabra, Advs.**

versus

M/S SHRI SIDDHESHWAR ENTERPRISES & ANR.

.....Respondents

Through:

CORAM:

HON'BLE MR. JUSTICE JASMEET SINGH

ORDER
14.08.2024

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1. This is a petition filed under Section 11(6) of the Arbitration and Conciliation Act, 1996 seeking appointment of a sole Arbitrator to adjudicate the disputes between the parties.
2. Respondent No. 1 is the Proprietorship Firm and respondent No. 2 is the Sole Proprietor of respondent No. 1.
3. The respondents executed a Customer Registration Form and Agreement for supply of educational books with the petitioner. The petitioner supplied books on credit to the respondents at their shop worth about Rs. 18 lakhs.
4. The arbitration clause is clause 14 of the Agreement for Supply of Educational Books, which reads as under:-

“14. Any dispute arising out of this agreement shall be referred



to the Sole Arbitrator appointed by the High Court of Delhi as per the Indian Arbitration & Conciliation Act, 1996, as amended from time to time. The venue of the arbitration shall be as per the Delhi and Language shall be English. The decision of the Arbitrator shall be final and binding on both the parties. The expenses of arbitration shall be borne by the defaulting party or in case of a settlement by both the parties equally.”

5. Some payments were made by the respondents and some unsold books were also returned. However despite the same there were amounts outstanding, due and payable by the respondents to the petitioner.
6. Since the respondent did not make the payment, the petitioner issued Legal Notice dated 22.02.2024 followed by a Notice under Section 21 dated 20.03.2024. Hence the present petition.
7. As per the Customer Registration Form and the said Agreement, the e-mail of the respondent is shown as 'arvindtambe2009@gmail.com'.
8. The notices have been issued at the said e-mail id and have not bounced.
9. Mr. Mahajan, learned counsel for the petitioner has handed over the copy of e-mail wherein the respondent has promised to clear the outstanding bill. The said e-mail is taken on record.
10. I am satisfied that the respondents have been served and despite service there is nobody appearing.
11. For the said reasons, the petition is allowed. Since the parties are still having disputes between them, the following directions are issued:-
 - i) Delhi International Arbitration Centre, Delhi High Court, Sher Shah Road, New Delhi (hereinafter, referred to as the 'DIAC') is requested to appoint a Sole Arbitrator to adjudicate



the disputes between the parties.

ii) The arbitration will be held under the aegis of 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.

12. With these directions, the petition is disposed of.

JASMEET SINGH, J

AUGUST 14, 2024/NG

Click here to check corrigendum, if any