



2024:DHC:8844



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

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Date of Decision: 13.11.2024+ **ARB.P. 901/2024**

VARDAAN SYNTHETICS

.....Petitioner

Through: Mr. Shaurya Dhoundiyal, Ms. Bhavana Chandak, Ms. Disha Nanda, Advs.

versus

PAWAN TRADERS

.....Respondent

Through: Mr. Braj Kishore Roy, Mr. Ajay Gaur Advs.

CORAM:**HON'BLE MR. JUSTICE SACHIN DATTA****SACHIN DATTA, J. (Oral)**

1. The present petition under Section 11 of the Arbitration and Conciliation Act, 1996 seeks constitution of an Arbitral Tribunal to adjudicate the disputes between the parties.

2. The disputes between the parties have arisen in the context of alleged non-payment of invoices/bills raised by the petitioner in course of supplying cloth to the respondent on a credit basis.

3. The invoices raised by the petitioner upon the respondent contain an arbitration clause in the following terms:-

“4)All disputes are to be decided by the Delhi Hindustan Mercantile Association (Regd.) Delhi, as per its ‘Rules & regulations as well as under the Arbitration and Conciliation Act”

4. Disputes having arisen between the parties, an invocation letter dated 25.10.2023 was issued by the petitioner to the respondent. However, the



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same was not responded to by the respondent.

5. In the above circumstances, the petitioner has approached this Court, seeking the appointment of a Sole arbitrator to adjudicate the disputes between the parties.

6. Since the existence of the arbitration clause is *prima facie* evident from a perusal of the invoices/bills raised, there is no impediment to appointing an independent Sole Arbitrator for adjudicating the disputes between the parties, as prayed for, and as mandated in terms of the judgments of the Supreme Court in *Perkins Eastman Architects DPC v. HSCC (India) Ltd* (2020) 20 SCC 760, *TRF Limited v. Energo Engineering Projects Ltd*, (2017) 8 SCC 377, *Bharat Broadband Network Limited v. United Telecoms Limited.*, 2019 SCC OnLine SC 547, *SBI General Insurance Co. Ltd. v. Krish Spinning* 2024 SCC OnLine 1754 and *Interplay between Arbitration Agreements under the Arbitration & Conciliation Act, 1996 & the Indian Stamp Act, 1899, In re*, 2023 SCC OnLine SC 1666.

7. Respective counsel for the parties jointly request that an independent Sole Arbitrator be appointed to adjudicate the dispute between the parties.

8. Accordingly, as jointly prayed Ms. Anisha Soni, Advocate (Mob. No.: +91 9999817311) is appointed as the Sole Arbitrator to adjudicate the disputes between the parties.

9. The respondent shall be at liberty to raise preliminary objections as regards arbitrability/jurisdiction, if any, which shall be decided by the arbitrator, in accordance with law.

10. The learned Sole Arbitrator may proceed with the arbitration proceedings subject to furnishing to the parties requisite disclosure as required under Section 12 of the A&C Act.



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11. The learned Sole Arbitrator shall be entitled to fee in accordance with the IVth Schedule of the A&C Act; or as may otherwise be agreed to between the parties and the learned Sole Arbitrator.
12. Parties shall share the arbitrator's fee and arbitral cost, equally. Schedule of the A&C Act; or as may otherwise be agreed to between the parties and the learned Sole Arbitrator.
13. All rights and contentions of the parties in relation to the claims/counter claims are kept open, to be decided by the learned Sole Arbitrator on their merits, in accordance with law.
14. Needless to say, nothing in this order shall be construed as an expression of opinion of this court on the merits of the case.
15. The present petition stands disposed of in the above terms.

SACHIN DATTA, J

NOVEMBER 13, 2024/uk