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IN THE HIGH COURT OF DELHI AT NEW DELHI

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ARB.P. 933/2024

LUMINOUS POWER TECHNOLOGIES PVT LTDPetitioner

Through: Mr. Aruj Dhingra and Mr. Nitin Pandey, Advocates with Mr. Himanshu Kr. Balajee, AR of Petitioner.

versus

EASTMAN AUTO AND POWER LIMITEDRespondent

Through: Mr. Rajeev Sharma, Sr. Advocate with Mr. Manish Sharma, Mr. Abhishek Verma, Mr. A. Saha and Mr. Nishant K., Advocates.

CORAM:

HON'BLE MR. JUSTICE PRATEEK JALAN

ORDER

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20.09.2024

1. The petitioner has approached the Court under Section 11 of the Arbitration and Conciliation Act, 1996 [“the Act”] for appointment of an arbitrator under a Supply Agreement dated 26.04.2016 [“the Agreement”].
2. The Agreement contains an arbitration clause [Article 21.2], which provides for resolution of disputes by a sole arbitrator mutually appointed by the parties. It is also provided that the arbitration would be held in Delhi. Article 21.3 provides for jurisdiction to vest in the Courts in Delhi.
3. Disputes having been arisen between the parties, the petitioner invoked arbitration by a letter dated 18.12.2023 in which it claimed a sum



of approximately ₹13.43 crores. The said communication failed to elicit a response, as a result of which the petitioner has filed this petition.

4. Mr. Rajeev Sharma, learned Senior Counsel for the respondent, submits that there has already been an earlier round of arbitration under the said Agreement. However, the proposed claims in this petition are for a subsequent period from the claims which have been adjudicated. Mr. Sharma also points out that, although in the invocation letter dated 18.12.2023, the petitioner's claims were for ₹13.43 crores, in the petition, it has quantified its claims at over ₹120 crores.

5. At the outset, it may be noted that quantification of the claims is not a matter which can be gone into at this stage. The arbitral tribunal would be required to adjudicate the respective claims and counter claims of the parties. In the event any party has inflated its claims unreasonably, it is always open to the arbitral tribunal to make an appropriate order of costs.

6. Mr. Sharma does not dispute the existence of the arbitration clause, but learned counsel for the parties jointly request that an attempt may be made to resolve the dispute in mediation, prior to an arbitral adjudication.

7. Having regard to the above submissions, the petition is disposed of with the following directions:

- a. The parties are referred to mediation under the aegis of *Samadhan*, Delhi High Court Mediation and Conciliation Centre, Shershah Road, New Delhi-110503.
- b. They will appear before the learned Mediator on 30.09.2024.
- c. In the event the mediation proceedings are unsuccessful, the disputes between the parties will be adjudicated by arbitration



of Hon'ble Ms. Justice Indira Banerjee, former Judge, Supreme Court of India [Tel: 9560808777].

- d. The proceedings will be held under the aegis of Delhi International Arbitration Centre, Delhi High Court, Shershah Road, New Delhi ["DIAC"].
 - e. The arbitration proceedings will be governed by the Rules of DIAC, including as to remuneration of the learned Arbitrator.
 - f. The learned Arbitrator is requested to furnish a declaration under Section 12 of the Act, prior to entering upon the reference.
 - g. DIAC is requested to defer the arbitral proceedings for a period of three months from today, to enable the parties to resolve their disputes through mediation. The learned Arbitrator is requested to enter into the reference after a period of six weeks upon request of either party.
8. The petition stands disposed of with these directions.

PRATEEK JALAN, J

SEPTEMBER 20, 2024/MR/