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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. 994/2024**

DELHIVERY LIMITED

.....Petitioner

Through: Mr. Naman Joshi and Mr. Guneet
Sidhu, Advocates.

versus

FASTMILE EXPRESS PRIVATE LIMITED

.....Respondent

Through: Mr. Sumit Roy and Mr. Siddharth
Mahajan, Advocates.**CORAM:****HON'BLE MR. JUSTICE SACHIN DATTA****SACHIN DATTA, J. (Oral)**

1. The present petition has been filed under Section 11(6) of the Arbitration and Conciliation Act, 1996 (hereinafter '*the A&C Act*') seeking appointment of a Sole Arbitrator for adjudicating the disputes between the parties. The disputes between the parties have arisen in context of a Delivery Services Agreement dated 10.01.2023 (hereinafter '*the delivery services agreement*'), First Addendum Agreement dated 08.02.2023 and Second Addendum Agreement dated 26.12.2023.

2. Clause 18 of the delivery services agreement contains an arbitration clause as follows:-

"18 DISPUTE RESOLUTION:

All disputes arising out of or in relation to this Agreement, including any question regarding its existence, validity or termination, which cannot be amicably resolved by the Parties within 30 (Thirty) days of being brought to their attention, such 15 (fifteen) day period is referred to as the ("Consultation Period"), and if such dispute is still not resolved, the dispute shall be settled by arbitration governed by the provisions of



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Arbitration and Conciliation Act, 1996. The Parties mutually agree to appoint a sole arbitrator. The venue/seat of Arbitration shall be New Delhi and the language of Arbitration shall be English.”

3. Disputes between the parties have arisen on account of non-payment of the outstanding monetary entitlements of the petitioner under the said agreement. A notice invoking arbitration dated 10.04.2024 was sent by the petitioner wherein names of three persons were proposed, out of whom, any one could be appointed as a Sole Arbitrator to adjudicate the disputes between the parties.
4. Despite further email correspondences being exchanged between the parties, an amicable resolution of the disputes could not be arrived at. As the parties also could not agree upon the appointment of a Sole Arbitrator, the present petition has been filed.
5. Learned counsel for the respondent does not dispute the existence of the arbitration agreement and accedes to the appointment of a Sole Arbitrator to adjudicate the disputes between the parties.
6. In terms of ***SBI General Insurance Co. Ltd. v. Krish Spinning*** 2024 SCC OnLine 1754, the scope of examination in proceedings under section 11 A&C Act is confined to ascertaining the existence of the arbitration agreement. Since the arbitration agreement is evident from a perusal of the Agreement, there is no impediment in appointing a Sole Arbitrator to adjudicate the disputes between the parties.
7. Accordingly, Justice (Retd.) Vinay Kumar Jain, (Mob.: 9650116555) is appointed as the Sole Arbitrator to adjudicate the disputes between the parties under the aforesaid agreements.
8. Respondents shall be entitled to raise appropriate objections as



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regards jurisdiction, if any, before the learned sole arbitrator by filing an application under Section 16 of the A&C Act, 1996, which shall be duly considered by the learned sole arbitrator on merits.

9. 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; and in the event there is any impediment to the appointment on that count, the parties are given liberty to file an appropriate application in this court.

10. The learned Sole Arbitrator shall be entitled to fee in accordance with the IVth Schedule to the A&C Act; or as may otherwise be agreed to between the parties and the learned Sole Arbitrator.

11. All rights and contentions of the parties in relation to the claims/counter-claims are kept open, to be decided by the learned Arbitrator on their merits, in accordance with law.

12. The present petition stands disposed of.

SACHIN DATTA, J

NOVEMBER 13, 2024/dn