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

+ ARB.P. 1007/2024
OMAT BUSINESS PVT. LTD. & ANR.Petitioners
versus
HEMANT MADANLAL PARAKH & ORS.Respondents
16
+ ARB.P. 1204/2024
HEMANT MADANLAL PARAKH & ORS.Petitioners
versus
OMAT BUSINESS PRIVATE LIMITEDRespondent

MEMO OF APPEARANCE:

Mr Angad Sapra, Mr Sharukh Sharma, Ms Divi Khurana Sapra, Mr Shahil Rao and Mr Rahul Yadav, Advocates for Hemant Madanlal Parakh & Ors.

Mr Sanyam Khetarpal, Mr Nitai Agarwal and Ms Lisa Sankrit, Advocates for Omat Business Private Limited.

CORAM:

HON'BLE MR. JUSTICE JASMEET SINGH

ORDER

% **16.10.2024**

1. These are petitions filed under Section 11(5) and (6) of the Arbitration and Conciliation Act, 1996 seeking appointment of Arbitrators for constitution of Arbitral Tribunal for adjudication of disputes between the parties.
2. As per Clause 14 of the Share Purchase Agreement dated 15.02.2022, the dispute was to be referred to an Arbitral Tribunal of three Arbitrators, to be appointed one each by the petitioner and respondent respectively and thereupon, the two Arbitrators would appoint the Presiding Arbitrator. Clause 14 of the Share Purchase Agreement dated 15.02.2022 reads as



under:

“14. DISPUTE RESOLUTION

14.1. In the case of any dispute or differences or claim arising out of or in connection with or relating to this Agreement or in the interpretation of any provisions of this Agreement, or the breach, termination or invalidity hereof (the “Dispute”), the Parties shall attempt to first resolve such Dispute through discussions for a period of 15 (fifteen) days after one Party has served a written notice on the other Party requesting the commencement of discussions. If the Dispute is not resolved through such discussions within the aforementioned time period, the Dispute may be referred to arbitration by either Party, to be finally settled by arbitration in accordance with the provisions of the (Indian) Arbitration and Conciliation Act, 1996. Each disputing Party shall appoint 1 (one) arbitrator each, and the third arbitrator shall be appointed by the 2 (two) arbitrators so appointed. For the avoidance of doubt, it is clarified that the Sellers shall collectively be considered as a single disputing Party and shall be entitled to collectively appoint only 1 (one) arbitrator. The award by the arbitrator shall be final and binding on all Parties.”

3. In accordance with the said clause, the petitioner has already appointed its Nominee Arbitrator as well as the respondent has appointed its Nominee Arbitrator. Both the learned Arbitrators shall appoint the Presiding Arbitrator.

4. In this view of the matter, the petitions are disposed of.

JASMEET SINGH, J

OCTOBER 16, 2024/sr

[Click here to check corrigendum, if any](#)