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

+ **ARB.P. 1075/2023**

AJAY AGGARWAL HUF

.....Petitioner

Through: Mr. Rahul Mangla, Advocate.

versus

MAGICON IMPEX PRIVATE LTD

.....Respondent

Through: Mr. Rajat Srivastava, Advocate.

CORAM:

HON'BLE MR. JUSTICE SUBRAMONIUM PRASAD

ORDER

06.12.2024

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1. The Petitioner has approached this Court under Section 11(6) & 11(8)(B) for the Arbitration & Conciliation Act for appointment of Arbitrator for adjudication of disputes which has arisen under the agreement which have been entered into between the parties under which the Petitioner was to provide services to the Respondent.

2. The first agreement was entered into between the parties on 18.07.2017 and was for a period of one year. The agreement was renewed on 19.02.2019, again for a period of one year. A third agreement was entered into between the parties on 11.12.2019. All the agreements contains an arbitration clause. Clause 11 of the said agreement entered into on 11.12.2019 reads as under:-

"11. ARBITRATION

On the event of any disagreement or disputes between the AGENT AND THE COMPANY, arising in



connection with this Agreement or its execution, the same will be settled in an amicable manner and if no settlement could be reached within 30.days, the same shall be referred to the sole Arbitrator who shall be appointed by the "Company" in accordance with the Arbitration and Conciliation Act, 1996 or any other statutory amendment thereof. The place of arbitration shall be at Delhi. Any order, direction, award of the aforesaid Arbitrator shall be final and binding on both. the parties. ”

3. It is stated that disputes have arisen between the parties. A notice under Section 21 of the Arbitration & Conciliation Act has been issued by the Petitioner on 05.04.2022. It is stated that since the disputes have yet not been resolved, the Petitioner has approached this Court by filing the instant petition for appointment of Arbitrator.
4. Learned Counsel for the Respondent raises an objection that the agreement dated 11.12.2019 is not signed by the Respondent. A perusal of the agreement dated 11.12.2019, especially, the last page, indicates signatures of both parties. This Court is of the opinion that *prima facie* there exists an agreement.
5. Accordingly, Mr. Mukul Gupta, Senior Advocate, (Mob. No. 9810135004) is appointed as a Sole Arbitrator to adjudicate upon the disputes between the parties.
6. However, it is open for the Respondent to contest that there is no valid arbitration agreement and the learned Arbitrator is requested to proceed ahead to adjudicate this issue without being influenced by the fact that this Court has appointed an Arbitrator.
7. The learned Arbitrator shall be entitled to fees as per the Schedule of



Fee under the Arbitration & Conciliation Act, 1996.

8. The learned Arbitrator is also requested to file the requisite disclosure under Section 12(2) of the Arbitration & Conciliation Act, 1996 within a week of entering on reference.

9. 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.

10. Needless to say, nothing in this order shall be construed as an expression of this Court on the merits of the contentions of the parties.

11. The present petition stands disposed of in the above terms along with pending application(s), if any.

SUBRAMONIUM PRASAD, J

DECEMBER 6, 2024

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