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IN THE HIGH COURT OF DELHI AT NEW DELHI

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ARB.P. 1359/2022

LIVGUARD ENERGY TECHNOLOGIES PRIVATE LIMITED

..... Petitioner

Through: Mr Abhishek Dev, Adv.

versus

NEW AGGARWAL AGENCIES & ANR.

..... Respondents

Through: None

CORAM:

HON'BLE MR. JUSTICE JASMEET SINGH

ORDER

19.03.2024

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1. This petition is filed by the petitioner under Section 11 of the Arbitration & Conciliation Act, 1996 for appointment of an Arbitrator.
2. The respondent No.1 is a proprietorship firm of respondent No.2 and was appointed as an authorized dealer/distributor for the products of the petitioner vide Agreement dated 19.09.2018. The agreement contained arbitration clause being clause No. 21 which reads as under:

“21. DISPUTE RESOLUTION

21.1. Any and all disputes, controversies and conflicts (“Disputes”) arising out of this Agreement between the parties or arising out of or relating to or in connection with this Agreement and the performance or non-performance of the rights and obligations set forth herein or the breach, termination or invalidity thereof shall be referred to the business head of each party to be settled jointly and



amicably within 30 days after written notice of such dispute has been given by one party to the other party.

21.2. Failing an amicable settlement of any Dispute pursuant to the above within the specified 30 days period, such Dispute arising out of or relating to this Agreement, shall be settled by arbitration in accordance with the Arbitration and Conciliation Act, 1996 or any statutory amendment thereof. The place of arbitration shall be at Delhi, India and the language used in the arbitral proceedings shall be English.

21.2. The arbitral tribunal shall consist of one arbitrator to be nominated and appointed by the Company, to which the Authorized Dealer / Distributor hereby agrees. The authority of the Company to appoint the arbitrator and the arbitrator so appointed shall not be objected to or challenged by the Arbitrator Dealer / Distributor in any manner whatsoever.”

3. Since there were dispute between the parties, the petitioner invoked arbitration vide Legal Notice dated 15.07.2022.
4. The Joint Registrar (Judicial) on 08.02.2023 has held that the respondents are deemed to be duly served. There is no appearance on behalf of the respondents nor any reply has been filed.
5. For the said reasons, the petition is allowed. Since the parties are still having disputes between them, the following directions are issued:-
 - i) The Delhi International Arbitration Centre, Delhi High Court (hereinafter referred to as the ‘DIAC’) shall appoint an arbitrator to adjudicate the disputes between the parties.
 - ii) The arbitration will be held under the aegis of the DIAC. The



remuneration of the learned Arbitrator shall be in terms of the Fourth Schedule of the Arbitration & Conciliation Act, 1996.

- iii) The learned Arbitrator is requested to furnish a declaration in terms of Section 12 of the Act prior to entering into the reference.
 - iv) It is made clear that all the rights and contentions of the parties, including as to the arbitrability of any of the claim, any other preliminary objection, as well as claims on merits of the dispute of either of the parties, are left open for adjudication by the learned arbitrator.
 - v) The parties shall approach the learned Arbitrator within two weeks from today.
6. The petition is allowed and disposed of in the aforesaid terms.

JASMEET SINGH, J

MARCH 19, 2024

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