



2024:DHC:5710



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

+ **ARB.P. 1154/2024 and IA 35113/2024**

A T KEARNEY CONSULTING INDIA PVT

LTD

.....Petitioner

Through: Ms. Namitha Mathews, Ms.
Poorva Pant and Mr. Pragalb Bhardwaj,
Advocates

versus

MARUTI SUZUKI INDIA LIMITED

.....Respondent

Through: Mr. Ashish Kumar, Advocate

CORAM:

HON'BLE MR. JUSTICE C. HARI SHANKAR

ORDER (ORAL)

01.08.2024

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CAV 348/2024

1. Since learned counsel for the respondent has entered appearance, the caveat stands discharged.

ARB.P. 1154/2024

2. This is a petition under Section 11(6) of the Arbitration and Conciliation Act, 1996¹ seeking reference of the disputes between the parties to arbitration.

3. The dispute arises in the context of an Engagement Letter dated

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¹ "the 1996 Act" hereinafter

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2024:DHC:5710



14 September 2022, whereunder the petitioner was engaged as a consultant by the respondent. According to the petitioner, there are outstanding amount dues to the petitioner from the respondent.

4. Annexure A to the engagement letter envisages resolution of disputes by arbitration. The relevant clause reads thus :

“6. Dispute Resolution

The parties shall endeavor to amicably settle any differences or disputes that may arise out of or in connection with the engagement, failing which the dispute will be settled through arbitration under the provisions of the Indian Arbitration and Conciliation Act, 1996 and any statutory modification or re-enactment for the time being in force by a sole arbitrator mutually agreed upon between Parties. In the event, the parties do not mutually agree on the appointment of a sole arbitrator then they may approach Delhi High Court for appointment of a sole arbitrator. The venue and seat of arbitration shall be New Delhi.”

5. Efforts at amicable resolution of the dispute not having been fruitful, the petitioner issued a notice to the respondent under Section 21 of the 1996 Act on 12 June 2024, which was followed by a reminder on 3 July 2024. The petitioner suggested the name of a retired Judge of the Supreme Court as the Arbitrator.

6. The respondent, *vide* its reply dated 9 July 2024, disputed any liability to the petitioner and also did not agree to the choice of the arbitrator suggested by the petitioner.

7. As therefore the parties are at an impasse regarding initiation of the arbitral proceedings, the petitioner has moved this Court under Section 11(6) of the 1996 Act to appoint an Arbitrator to arbitrate on

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the dispute.

8. Ms. Mathews, learned counsel for the petitioner, submits that the claim of the petitioner is in the region of ₹ 35 Crores.

9. Mr. Ashish Kumar, learned counsel for the Respondent does not object to reference of the disputes to arbitration.

10. In view thereof, the dispute between the parties is referred to arbitration by Hon'ble Ms. Justice Sangita Dhingra Sehgal (Tel. 9717592061), a retired Judge of this Court.

11. The arbitration would proceed under the aegis of the Delhi International Arbitration Centre (DIAC) and shall abide by its rules and regulations.

12. The learned Arbitrator would be entitled to fees as per the Schedule of fees maintained by the DIAC.

13. The learned Arbitrator is also requested to submit the requisite disclosure under Section 12(2) of the 1996 Act within a week of entering of reference.

14. The respondent shall also be entitled to raise any counter-claim, if it so chooses, in accordance with law.

15. This Court expresses no opinion on any aspect of fact or law, which shall remain open to be agitated in the arbitral proceedings.

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Page 3 of 4



2024:DHC:5710



16. The petition stands disposed of in the aforesaid terms.

C.HARI SHANKAR, J

AUGUST 01, 2024/yg

Click here to check corrigendum, if any

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