



2024:DHC:6677



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

+ **ARB.P. 1208/2023**

**DAHUA TECHNOLOGY INDIA PRIVATE
LIMITED**

.....Petitioner

Through: Mr. Sushant Kumar and Mr.
Akshay Sahay, Advocates

versus

LNМ TECHNOLOGIES PRIVATE LIMITEDRespondent

Through: Mr. Rohit Sharma, Advocate

CORAM:

HON'BLE MR. JUSTICE C.HARI SHANKAR

JUDGMENT (ORAL)

28.08.2024

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

2. The arbitration clause governing the relationship between the parties is contained in the Service Agreement dated 8 September 2022, and reads thus :

“SETTLEMENT OF DISPUTES

This Agreement shall be governed in all respects solely and exclusively by the Indian Jaw. In the event of any dispute, difference, claim or controversy arising out of or in connection with the interpretation or implementation of this Agreement, the Parties shall attempt to mutually resolve the dispute without intervention of any third party. However, if it cannot be resolved within 30 (thirty) days. the dispute or difference arising between the Parties with respect to this Agreement or any matter in

Signature Not Verified¹ “the 1996 Act” hereinafter

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connection therewith or relating thereto shall be referred to the arbitration as per the provisions of the Arbitration & Conciliation Act, 1996 and any amendment thereof.

The sole arbitrator appointed mutually by the Parties shall hear and dispose of disputes/differences arising out of or in any way connected with this Agreement. The decision of the arbitrator shall be final and binding on both the Parties. The seat and place of arbitration shall be New Delhi and in English language. The cost shall be borne by non-prevailing Party.”

3. As disputes arose between the parties, the petitioner addressed a notice to the respondent under Section 21 of the 1996 Act on 21 July 2023 seeking reference of the disputes to arbitration. The respondent did not respond.
4. The petitioner has now, therefore, approached the Court under Section 11(6) of the 1996 Act, for appointment of an Arbitrator as the parties have not been able to arrive at a consensus in that regard.
5. Mr. Rohit Sharma, learned counsel for the respondent, has no objection to the disputes being referred to arbitration.
6. The claim is stated to be in the region of ₹ 50-60 Lakhs.
7. Accordingly, the disputes stand referred to arbitration. This Court requests Mr. Tushar Jarwal, Advocate (Mob: 9818089666) to arbitrate on the disputes between the parties.
8. The learned arbitrator shall be entitled to charge fees as per the Fourth schedule of the 1996 Act.

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9. The learned arbitrator is also requested to file the requisite disclosure under Section 12(2) of the 1996 Act within a week of entering on reference.
10. All questions of fact and law remain open to be urged before the learned Arbitrator. This Court has not expressed any view thereon.
11. The petition stands disposed of, in the aforesaid terms.

C. HARI SHANKAR, J.

AUGUST 28, 2024

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

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