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IN THE HIGH COURT OF DELHI AT NEW DELHI

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ARB.P. 1228/2023

INSTAKART SERVICES PRIVATE LIMITED. Petitioner

Through: Mr. Angad Baxi, Adv. (M:
9910711255)

versus

HINDON RIVER MILLS LIMITED

..... Respondent

Through: Mr. Zafar Kurshid, Adv.

CORAM:

JUSTICE PRATHIBA M. SINGH

ORDER

% **29.02.2024**

1. This hearing has been done through hybrid mode.
2. This is a petition under Section 11(6) of the Arbitration and Conciliation Act, 1996 seeking appointment of an Arbitrator.
3. The Petitioner in the present case is engaged in the business of logistics services under the brand 'eKart', which provides transport centres for storage of shipments of various sellers and avail services of processing and delivering the shipments to the customers who buy products from online portals.
4. The Respondent on the other hand is engaged in the business of manufacturing of textiles. The matter arises out of a letter of intent (LoI) dated 27th October, 2021, executed between the Petitioner and the Respondent in respect of leasing of a warehouse premises suited at Hindon River Mills Ltd. Premises, NH-9, Dasna, Ghaziabad, Uttar Pradesh. The Petitioner is stated to have paid a sum of Rs.2,10,77,925/- as a security deposit. However, according to the Petitioner, the Respondent breach the agreement and did not obtain the pre-construction requisite approvals including Environmental Clearances, Provisional Fire NOC, Building and



Other Construction (BOCW) Regulation of Employment and Conditions of Service Act 1996 and Rules 2006 etc. The Petitioner then terminated the LoI and sought refund of the security deposit as per clause 35 of the LoI. However, since the amount was not refunded, the arbitration under clause 38 of the LoI was invoked by the Petitioner.

5. Vide email dated 23rd October, 2023, in response to the invocation, the stand of the Respondent was that the proposed name on behalf of the Petitioner is not acceptable and the Respondent suggested names of three retired judges of this Court. However, since there was no consensus the matter was filed before the Court. The LoI contains an arbitration clause which reads as under:

“Any dispute, difference or question, which may arise at any time hereafter, between the parties hereto, touching the true construction and meaning of the terms and conditions of this Agreement, as also in respect of the rights and liabilities of the parties hereto, shall be referred to the arbitration of a single arbitrator, as may be mutually agreed upon by and between the parties hereto. The Arbitration will be conducted in accordance with The Arbitration And Conciliation Act, 1996 and/or modification and/or amendments there to. The decision of the sole Arbitrator shall be final and binding on the parties to this Agreement. The arbitration proceedings seat, venue shall be held in Delhi and language shall be English.”

6. As per the above clause the sole Arbitrator is to be appointed. The agreement is not in dispute. Accordingly, **Ms. Beenashaw Soni, Advocate – (M-9810046611)**, is appointed as a sole Arbitrator to adjudicate the disputes between the parties.



7. The arbitration shall take place under the aegis of the Delhi International Arbitration Centre ('DIAC'). The fee of the Arbitrator shall be paid in terms of the 4th Schedule as amended by DIAC Rules, 2023
8. Let a copy of the present order be emailed to Secretary, DIAC on email id- delhiarbitrationcentre@gmail.com.
9. In the meantime, the parties also wish to explore amicable resolution in this matter. Accordingly, parties are referred to the Delhi High Court Mediation and Conciliation Centre on 6th March, 2024 at 3:00 p.m.
10. The date before the Id. Arbitrator is fixed on 14th May, 2024. If there is no settlement, the arbitral proceedings shall commence.
11. Ld. counsel for the Respondent-Mr. Zafar Kurshid may file the *vakalatnama* within a week.
12. The petition is disposed of. All pending applications are also disposed of.

PRATHIBA M. SINGH, J.

FEBRUARY 29, 2024

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