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

+ **ARB.P. 1267/2023**

SUMAN LATA JAIN

..... Petitioner

Through: **Ms. Pavitra Singh, Advocate. [M:-
9205958566]**

versus

KESHAV JAIN & ANR.

..... Respondents

Through: **Mr. Jeevesh Nagrath, Mr. Arjun
Gaur & Mr. Rajat Gupta,
Advocates for R-1.
Mr. Avinash Sharma, Advocate for
R-2 with R-2 in Person.**

CORAM:

HON'BLE MR. JUSTICE PRATEEK JALAN

ORDER

25.01.2024

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1. By way of this petition under Section 11 of the Arbitration and Conciliation Act, 1996 [“the Act”], the petitioner seeks appointment of an arbitrator to adjudicate disputes between the parties under an agreement dated 01.08.2019 entitled “Re-constituted Partnership Deed of Tandon Construction Company” [“the Partnership Deed”].

2. By way of the aforesaid agreement, the parties, who are all related to each other, constituted a partnership firm. The Partnership Deed contains an arbitration clause (Clause 22) which provides for resolution of disputes by arbitration. Clause 24 vests exclusive jurisdiction in the courts in New Delhi.



3. Disputes having arisen between the parties, the petitioner addressed a legal notice dated 31.08.2023 to the respondents *inter alia* invoking the arbitration clause. A reply was received from learned counsel for respondent No. 1 on 18.09.2023, however, the parties could not arrive at a consensus as to the appointment of an arbitrator.

4. Pursuant to notice issued on 01.12.2023, Mr. Jeevesh Nagrath, learned counsel, enters appearance for respondent No. 1 and Mr. Avinash Sharma, learned counsel, enters appearance for respondent No. 2. They do not dispute the existence of the arbitration clause but submit that the disputes may be capable of resolution through mediation. Ms. Pavitra Singh, learned counsel for the petitioner, is also agreeable to reference to mediation.

5. For the aforesaid reasons and with the consent of learned counsel for the parties, the petition is disposed of with the following directions:-

- a. The parties are referred to mediation under the aegis of Samadhan, the Delhi High Court Mediation and Conciliation Centre, Delhi High Court, Shershah Road, New Delhi. They will appear before learned Mediator on 01.02.2024.
- b. In the event disputes between the parties under the Partnership Deed are not resolved in mediation, they will be adjudicated by arbitration of Mr. R.K. Sharma, former District Judge [Tel:- 9871369899].
- c. The arbitration will be held under the aegis of the Delhi International Arbitration Centre, Delhi High Court, Shershah Road, New Delhi ["DIAC"]. The arbitral proceedings will be governed by the Rules of DIAC, including as to the remuneration of the learned



Arbitrator.

- d. The learned Arbitrator is requested to furnish a declaration in terms of Section 12 of the Act, prior to entering into the reference.
- e. DIAC and the learned Arbitrator are requested not to take steps in terms of this order until 01.04.2024.
- f. It is made clear that all rights and contentions of the parties, including as to the arbitrability of any of the claims, any other preliminary objections, as well as claims on merits of the disputes of either of the parties, are left open for adjudication by the learned Arbitrator.

JANUARY 25, 2024
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PRATEEK JALAN, J