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

+ **ARB.P. 1252/2024**

SUPERTECH INDIA PVT LTD

.....Petitioner

Through: Mr. Dharmendra Kumar, Mr. Shashi
Bhushan and Ms. Tripti Azad,
Advocates.

versus

KAARUNYA DESIGN STUDIO LLP

.....Respondent

Through: Mr. Anuj Prakaash and Ms. Prachi
Nirwan, Advocates.

CORAM:

HON'BLE MR. JUSTICE SUBRAMONIUM PRASAD

ORDER

% **18.10.2024**

I.A. 36320/2024 (Exemption)

Allowed, subject to all just exceptions.

ARB.P. 1252/2024

1. The present petition has been filed under Section 11 of the Arbitration and Conciliation Act, 1996 by the Petitioner seeking appointment of an Arbitrator to adjudicate upon the disputes which have arisen between the Parties under the Architecture and Interior Design Services Agreement dated 02.02.2021. Under the said Agreement, the Petitioner was appointed by the Respondent for providing services.
2. Clause 8 of the Architecture and Interior Design Services Agreement dated 02.02.2021, which is an arbitration clause, reads as under:

“8. DISPUTE RESOLUTION

8.1. All disputes or differences which may arise



between the Supertech and KDS regarding the meaning or interpretation or matter or things done or to be done in pursuance hereof such disputes and differences shall be referred for arbitration. The arbitration shall be conducted as per the provisions of the Arbitration and Conciliation Act, 1996. The decision and award of the arbitrator shall be final and binding on KDS and Supertech. Managing Director of Supertech shall be empowered to appointment the arbitrator in accordance with provision of Arbitration and Conciliation Act, 1996.”

3. Material on record indicates that a notice invoking arbitration under Section 21 of the Arbitration and Conciliation Act, 1996 was sent by the Petitioner to the Respondent on 15.05.2024.
4. It is stated by the learned Counsel appearing for the Respondent that the Respondent – M/s Kaarunya Design Studio LLP is in the process of being wound up.
5. Be that as it may, this Court is of the opinion that there is no impediment in appointing an Arbitrator to adjudicate upon the disputes between the Parties.
6. The arbitration would take place under the aegis of the Delhi International Arbitration Centre (DIAC) and would abide by its rules and regulations. The learned Arbitrator shall be entitled to fees as per the Schedule of Fees maintained by the DIAC.
7. 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.
8. All rights and contentions of the parties in relation to the claims/counter-claims are kept open, to be decided by the learned Arbitrator on their merits, in accordance with law.



9. Needless to say, nothing in this order shall be construed as an expression of this Court on the merits of the contentions of the parties.

10. The present petition stands disposed of in the above terms along with pending application(s), if any.

SUBRAMONIUM PRASAD, J

OCTOBER 18, 2024

S. Zakir