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

+ **ARB.P. 1258/2024**

POOJA SAHNI & ANR.

.....Petitioners

Through: Mr. Nikhil Kapoor, Advocate.

versus

AMW LIFESTYLE PRIVATE LIMITED & ORS.Respondents

Through: Mr. Gaurav Jain, Advocate

CORAM:

HON'BLE MR. JUSTICE SUBRAMONIUM PRASAD

ORDER

01.10.2024

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1. The Petitioner has approached this Court under Section 11 of the Arbitration and Conciliation Act, 1996 seeking appointment of an Arbitrator to adjudicate the disputes between the parties.
2. It is stated that a license agreement was entered into between the parties on 15.02.2021. Since the Respondents defaulted in providing Sales Report, legal notices dated 22.12.2023 & 24.02.2024 were issued for appointment of Arbitrator as the licence agreement contains Arbitration clause which provides for arbitration for adjudication of the disputes between the parties.
3. It is stated that the Respondents that since the Respondents did not reply to the notices, the Petitioners have approached this Court by filing the instant petition.
4. Learned Counsel for the Respondent states that there is discrepancy in



the license agreement which is to be decided by the learned Arbitrator.

5. During the course of hearing, respective Counsel for the parties jointly request that an independent Sole Arbitrator be appointed to adjudicate the disputes between the parties.

6. Accordingly, Mr. Sandeep Khurana (Adv.) (Mob. No. 9810118389) is appointed as a Sole Arbitrator to adjudicate upon the disputes between the parties.

7. 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.

8. 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.

9. 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.

10. 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.

11. The present petition stands disposed of in the above terms.

SUBRAMONIUM PRASAD, J

OCTOBER 1, 2024

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