



2024 : DHC : 783



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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**
Date of decision: 02nd February, 2024

+ **ARB.P. 1305/2023**

M/S G4S SECURITY SERVICES
INDIA PVT LTD

..... Petitioner

Through: Mr. Sanjeev Bahl, Mr. Eklavya
Bahl, Mr. Apoorv Bahl, Advs

versus

M/S DAOJI AGRO PVT LTD

..... Respondent

Through: None.

CORAM:
JUSTICE PRATHIBA M. SINGH

Prathiba M. Singh, J. (Oral)

1. This hearing has been done through hybrid mode.
2. The present petition has been filed by the Petitioner – G4S Security Services India Pvt. Ltd. under Section 11 of the Arbitration and Conciliation Act, 1996 seeking appointment of a sole arbitrator in terms of the agreement dated 30th June, 2021.
3. In the present petition, an affidavit of service dated 5th December 2023 is on record, indicating that the Respondent has been served via speed post. Additionally, on 5th December 2023, the Respondent was also served through emails sent to the addresses contact@daojiagro.com, rahul.chitale@gmail.com, and rohit@canindica.com. These email IDs are from where the Petitioner received replies to the invocation notice.
4. The background of the present petition is that there was an agreement executed between the parties dated 30th June, 2021, for providing guarding services. The Petitioner is stated to have provided the said services between



5th July, 2021 till 24th June, 2022 i.e. the date of termination, and a sum of Rs.10,76,657/- is stated to be outstanding.

5. A notice was issued on 5th September, 2023, invoking the arbitration clause of the agreement dated 30th June, 2021 and suggesting the appointment of the Arbitrator. A reply to the notice was received on the email vide dated 7th September, 2023, but no concurrence was given. The arbitration clause of the agreement reads as under:

“45. Any claims, dispute and or difference (including a dispute regarding the existence, validity, or termination of this Agreement) arising out of, or relating to this contract including interpretation of its terms will be resolved through joint discussions of the authorised representatives of the parties. However, if any such claim, dispute or difference cannot resolved through such joint discussions within thirty (30) days of the date of the notice then the matter shall be referred for adjudication to the arbitration of a sole arbitrator to be appointed by the parties in accordance with the provisions of the Arbitration and Conciliation Act 1996 and rules made thereunder including any modifications, amendments and future enactments thereto. The venue for the arbitration will be New Delhi. The decision of the arbitrator shall be final and binding on the parties.

46. This Contract is governed by the laws of Republic of India and shall be subject to the exclusive jurisdiction of the courts at Delhi.”

6. In view of the fact that service has been effected through email addresses from which replies were received, and speed post has also been delivered—despite the address appearing to have been changed by the Respondent—the Court deems the service to have been properly effected. Accordingly, **Ms. Nidhi Raman (M: 9891088658)** is appointed as



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the Sole Arbitrator to adjudicate upon the dispute between the parties. The arbitration proceedings between the parties shall take place under the rules and aegis of Delhi International Arbitration Centre (*'DIAC'*).

7. The present petition is disposed of in the above terms.

PRATHIBA M. SINGH
JUDGE

FEBRUARY 02, 2024

DK/DN

Signature Not Verified

Digitally Signed By:DHIRENDER KUMAR
Signing Date:05.02.2024
19:00:24

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