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

+ **ARB.P. 1281/2024**

ADITYA BIRLA FINANCE LIMITED

.....Petitioner

Through: Mr. Puneet Singh Bindra, Ms.
Cham Modi, Mr. Sachin Sharma,
Mr. Rishabh Gupta, Mr. Sachin
Chandra, Advocates.

versus

SREE GURU SALES AND MARKETING PVT LTD AND ORS

.....Respondents

Through: Mr. Gautam Narayan & Mr. Ashok
Kumar Jain, Advocates.

CORAM:

HON'BLE MR. JUSTICE PRATEEK JALAN

ORDER

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28.08.2024

1. Further to the order dated 20.08.2024, learned counsel for the parties have produced a copy of the order of the coordinate bench dated 16.08.2024 in ARB.P. 564/2024.
2. By the said order, the court has appointed an arbitrator to adjudicate disputes between the parties under two Facility Agreements and two Deeds of Personal Guarantee dated 14.07.2021.
3. Learned counsel for the parties submit that the disputes in the present case arise between the same parties and related parties. Therefore, disputes may be referred to arbitration of the same learned Arbitrator, reserving all rights and contentions of the parties, including the preliminary objections with regard to arbitrability of the disputes and on



merits.

4. Paras 10 to 18 of the order dated 16.08.2024 reads as follows:

“10. At the same time, the Court hastens to observe that it is not expressing any opinion, even tangentially, on the arbitrability of the present dispute under the two facility agreements on which the petitioner places reliance. The arbitrability of the dispute, it is now well settled, is an aspect which has to be examined by the Arbitral Tribunal under Section 16(1) of the 1996 Act.

11. The contentions of Mr. Gautam Narayan have been noted, nonetheless, and it shall be open to the respondent to raise the said contentions before the learned Arbitral Tribunal which shall, then, proceed to take a view thereon after providing an opportunity to the petitioner and in accordance with law.

12. Accordingly, this Court appoints Mr. Asheesh Jain, Advocate (Mob: 9999822288) as the arbitrator to arbitrate on the dispute between the parties.

13. The arbitration shall take place under the aegis of the DIAC and shall abide by its rules and regulations.

14. The arbitrator shall be entitled to charge fees as per the schedule of fees maintained by the DIAC.

15. The learned Arbitrator is requested to file the requisite disclosure under Section 12(2) of the 1996 Act within a week of entering on the reference.

16. All questions of fact and law including preliminary objections regarding arbitrability of the dispute are left open to be agitated before the learned Arbitral Tribunal.

17. Mr. Gautam Narayan also sought to submit that his client is bedridden and is also not in a position to travel to Delhi, and also sought permission to make a request to the learned Arbitrator, if possible, to conduct the hearing at a venue which is suitable to both parties.

18. Liberty stands reserved to the respondent to make such a request to the learned Arbitrator who, if and when such a request is made, would take a view thereon.”

5. With the consent of the parties, the present petition is disposed of in the same terms.

PRATEEK JALAN, J

AUGUST 28, 2024//NI/