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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**
+ **O.M.P.(I) (COMM.) 266/2024**
SHOREA SOCIAL COMMERCE PRIVATE LIMITED

.....Petitioner

Through: Mr. Abhimanyu Bhandari, Sr. Adv.
with Mr. Sameer, Mr. Aryan Srivastava, Ms.
Shreya Arora, Advs.

versus

BIGFOOT RETAIL SOLUTIONS PRIVATE LIMITED

.....Respondent

Through: Mr. Akshay Goel, Mr. Paras Arora,
Mr. Saurabh Trivedi, Advs.

CORAM:
HON'BLE MR. JUSTICE JASMEET SINGH

ORDER
23.08.2024

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1. This is a petition filed under section 9 of the Arbitration and Conciliation Act, 1996 seeking directions to the respondent to forthwith handover custody of the goods as the same are cosmetic and of a perishable nature
2. Mr. Bhandari, learned senior counsel for the petitioner states that the respondent has already issued notice invoking arbitration clause upon the petitioner and he, on instructions, has no objection if the dispute is referred to a Sole Arbitrator, appointed by the Court.
3. He further states that this petition may be treated as a petition under Section 17 of the Arbitration and Conciliation Act, 1996.
4. Mr. Goel, learned counsel for the respondent has no objection to the



matter being referred to a sole Arbitrator and this petition being treated as an application under Section 17 of the Arbitration and Conciliation Act, 1996.

5. There is an arbitration clause in the Warehousing Services Agreement dated 01.07.2022 being clause No. 16 which reads as under:-

“16 DISPUTE RESOLUTION

All disputes arising out of or in relation to this Agreement, including any question regarding its existence, validity or termination, which cannot be amicably resolved by the Parties within 15 (fifteen) days of being brought to their attention, shall be settled by arbitration governed by the provisions of Arbitration and Conciliation Act, 1996 and conducted by a sole arbitrator to be appointed by the Service Provider. The venue/seat of Arbitration shall be Delhi and the language of arbitration shall be English. A dispute shall be deemed to have arisen when either Party notifies the other Party to that effect.”

6. Since the parties are agreeable for appointment of an Arbitrator, the following directions are issued in this regard:-

- i) Mr. Abhijat, Advocate (Mob. No. 9811800833) is appointed as a Sole Arbitrator to adjudicate the disputes between the parties.
- ii) The arbitration will be held under the aegis of the Delhi International Arbitration Centre, Delhi High Court, Sher Shah Road, New Delhi (hereinafter, referred to as the ‘DIAC’). The remuneration of the learned Arbitrator shall be in terms of the



- Fourth Schedule of the Arbitration & Conciliation Act, 1996.
- iii) The learned Arbitrator is requested to furnish a declaration in terms of Section 12 of the Act prior to entering into the reference.
 - iv) It is made clear that all the rights and contentions of the parties, including as to the arbitrability of any of the claim, any other preliminary objection, as well as claims/counter-claims and merits of the dispute of either of the parties, are left open for adjudication by the learned arbitrator.
 - v) The parties shall approach the learned Arbitrator within two weeks from today.
7. The present petition will be treated as a Section 17 application before the learned Arbitrator and it is requested that the Arbitrator may decide the same expeditiously within a period of 3 weeks from today.
8. With these directions, the petition is disposed of.

AUGUST 23, 2024 / (MS)

JASMEET SINGH, J

Click here to check corrigendum, if any