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IN THE HIGH COURT OF DELHI AT NEW DELHI

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ARB.P. 1339/2023

LR MARKETING AND CONSULTING GROUP Petitioner

Through: Mr. Sarbjeet Singh Bawa, Advocate.

versus

M/S EASYREWARDZ SOFTWARE SERVICES PVT.

LTD.

..... Respondent

Through: Mr. Ravi Sehgal & Mr. Shantanu
Singh, Advocates (M:- 9810443652).

CORAM:

JUSTICE PRATHIBA M. SINGH

ORDER

% **12.02.2024**

1. This hearing has been done through hybrid mode.
2. Reply in terms of the previous order has not been filed. Ld. Counsel for the Respondent submits that it is ready.
3. Be that as it may, this is a petition filed by the Petitioner – LR Marketing and Consulting Group under Section 11 of the Arbitration and Conciliation Act, 1996 (hereinafter, '*the Act*') seeking appointment of an Arbitrator in terms of the Memorandum of Understanding ('MOU') dated 7th August, 2020.
4. The Petitioner and the Respondent had entered into an MOU dated 7st August, 2020 by which the Petitioner had agreed to sell goods on the Respondent's e-commerce platform by the name www.easyrewardz.com. In terms of the agreement which was recorded between the parties it also contains an arbitration Clause which reads as under:-



“10. Dispute

a) If any dispute arises between the parties hereto during the subsistence of this agreement or thereafter, in connection with or arising out of this agreement, the dispute shall be referred to arbitration under the Indian Arbitration and Conciliation Act, 1996.

b) Arbitration shall be held at New Delhi India. The proceedings of arbitration shall be in the English language The arbitrator's award shall be final and binding on the parties”

5. It is the case of the Petitioner that despite the goods having been supplied to the Respondent, the complete payment of the amount has not been made by the Respondent. Various incorrect deductions have also been made by the Respondent without any authority contrary to the agreement and the agreement was also terminated by the Respondent. This led to losses to the Petitioner. Thus, the Petitioner is entitled to recover certain outstanding amounts.

6. On behalf of the Respondent, it is submitted that there was a full and final settlement between the parties as per which the amounts have been paid, though, belatedly. It is further submitted by the Respondent that the termination was never challenged and the Petitioner is not entitled to damages. Thus, since the disputes itself stand resolved, the arbitration was wrongly invoked by the Petitioner.

7. Having heard the Id. Counsels for the parties and the Petitioner who is also present in Court in person, it is clear that though there are certain emails which have been exchanged between the parties which do reflect upon some short of settlement. However, there have been disputes even thereafter between the parties. The Court, at this stage, cannot hold that there has been a full and final settlement of disputes.



8. Accordingly, **Mr. Aman Nandrajog, Advocate (Mob:-9971704062)**, who is present in Court, is appointed as a Id. Sole Arbitrator to adjudicate the disputes between the parties.
9. It is made clear that the observations made in this order would not have any bearing on the arbitral proceedings which shall be decided on its own merits.
10. The arbitration shall take place at Chamber No. 32, Ground Floor, Delhi High Court, i.e., the chamber of the Id. Sole Arbitrator.
11. The fee of the Arbitration is fixed at a lump sum Rs.3,00,000/- which shall be shared equally between the parties. The Arbitrator's fee shall be liable to be paid in the following manner:-
- i) Upfront payment Rs.50,000/- each.
 - ii) On the date of framing of issues Rs.50,000/- each.
 - iii) On the conclusion of final arguments Rs.50,000/- each.
12. List before the Id. Sole Arbitrator on 22nd February, 2024.
13. The petition is disposed of with all pending applications, if any.

PRATHIBA M. SINGH, J.

FEBRUARY 12, 2024

mr/bh