



2024:DHC:6451



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

+ **ARB.P. 30/2024**

SERVOTECH ELECTRICALS PVT LTDPetitioner

Through: Mr. Rakesh Kumar and Mr.
Ankit Kumar, Advocates

versus

PARSVNATH DEVELOPERS LTDRespondent

Through: Mr. Anmol Kumar, Advocate

CORAM:
HON'BLE MR. JUSTICE C. HARI SHANKAR

JUDGMENT (ORAL)

% **23.08.2024**

ARB.P. 30/2024

1. This is a petition under Section 11(6) of the Arbitration and Conciliation Act 1996¹ for reference of disputes between the parties to arbitration.

2. The dispute arises in the context of a Work Order dated 4 August 2017, issued by the respondent to the petitioner. The Work Order envisages resolution of the disputes by arbitration and the relevant clause in that regard reads thus:

Dispute Resolution:-

All disputes, differences and claims whatsoever which shall at any time arise between the parties hereto or their respective

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1 "the 1996 Act" hereinafter

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representatives concerning this contract and all other documents in pursuance hereof as to the rights, duties, obligations or liabilities of the parties hereto respectively by virtue of this contract shall be referred to Arbitration in accordance with provisions of the arbitration and conciliation Act 1996 as amended from time to time. Such arbitration proceedings will take place in Delhi only and shall be subject to jurisdiction of the courts in New Delhi.

3. The petitioner addressed a notice to the respondent under Section 21 of the 1996 Act on 14 August 2023, seeking reference of the disputes between the parties to arbitration.
4. The respondent failed to appoint any arbitrator despite of receiving the Section 21 notice.
5. The recent decision of the Supreme Court in *SBI General Insurance Co Ltd v. Krish Spinning*² holds that all that the Court is required to examine under Section 11(6) of the 1996 Act is whether there exists an arbitration agreement between the parties and whether the petition under Section 11(6) has been filed within three years of the Section 21 notice. Both these conditions stand satisfied in the present case.
6. Mr. Anmol Kumar, learned counsel for the respondent, has no objection to the disputes being referred to arbitration.
7. The claim in the dispute is stated to be in the region of ₹30 Lakhs.

² 2024 SCC OnLine SC 1754



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8. Accordingly, this Court appoints Mr. Prateek Mohan Sinha, Advocate (Tel. 9811471208) as the Arbitrator to arbitrate on the dispute between the parties.
9. The learned arbitrator shall be entitled to charge fees as per the Fourth schedule of the 1996 Act.
10. The learned arbitrator is also requested to file requisite disclosure under Section 12(2) of the 1996 Act within a week of entering on the reference.
11. The petition stands allowed in the aforesaid terms.

C. HARI SHANKAR, J

AUGUST 23, 2024/ yg

Click here to check corrigendum, if any

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