



2024:DHC:7028



\$~43

* **IN THE HIGH COURT OF DELHI AT NEW DELHI**+ **ARB.P. 1402/2024**

MORINGO ORGANICS PRIVATE LIMITEDPetitioner
Through: Mr. Sukrit R, Kapoor, Ms.
Garima Singh, Mr. Samarth Kapoor, Adv.

versus

MAREESOFT INFOTECH OPC PVT LTDRespondent
Through: Mr. S. Nagarajan, Ms. S.P.
Kashyap, Mr. S. Meenakshi Sundara
Pandian and Mr. B. Thirumalai, Adv.
Ms Surabhi Pande and Mr Angad S Makkar,
Adv.

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

ORDER (ORAL)
10.09.2024

%

1. This is a petition under Section 11(5) of the Arbitration and Conciliation Act 1996¹ seeks reference of disputes between the parties to arbitration.

2. The arbitration is sought in terms of Clause 19 of the Software Maintenance Agreement dated 24 June 2023 and Software Development Agreement dated 24 October 2023.

3. The arbitration Clause in both these agreements is identical and reads as under:

“ARTICLE 19

¹ “the 1996 Act”, hereinafter



2024:DHC:7028



GOVERNING LAW AND DISPUTE RESOLUTION

This Agreement is governed by the laws of India. In the event of any dispute or difference arising out of or relating to this Agreement, the parties shall endeavor to resolve such dispute or difference in an amicable manner. If, however, the parties fail to resolve such dispute or difference amicably, the same shall be resolved through arbitration by a sole arbitrator, mutually appointed by the parties and the proceedings shall take place in accordance with the provisions of the Arbitration and Conciliation Act, 1996, as amended from time to time. The place of Arbitration shall be New Delhi only and language to be used in such proceedings shall be English”

4. As disputes between the parties arose, the petitioner issued a notice to the respondent on 8 July 2024, seeking reference of the disputes to arbitration.
5. The respondent replied on 13 July 2024, denying any liability towards the petitioner and resisting the attempt to refer the matter to arbitration.
6. The petitioner has accordingly moved the present petition before this Court under Section 11(5) of the 1996 Act, for appointment of an arbitrator to arbitrate on the disputes.
7. Mr. S. Nagarajan, learned Counsel for the respondent has no objection to the appointment of an arbitrator and the reference of the disputes between the parties to arbitration.
8. The claim amount of the petitioner is stated to be in excess of ₹ 2 crores.

Signature Not Verified

Digitally Signed By: AHT
KUMAR ARB.P. 1402/2024
Signing Date: 12.09.2024
15:51:04

Signature Not Verified

Digitally Signed
By: CHANDRASHEKHARAN
HARI SHANKAR
Signing Date: 12.09.2024
15:49:57



2024:DHC:7028



9. Mr. S. Nagarajan submits that the respondent would also be preferring counter claims which are presently in the region of ₹ 72 lakhs.

10. Accordingly, this Court appoints Ms. Devahuti Pathak, Advocate (Tel: 7575995338) as the arbitrator to arbitrate on the disputes between the parties.

11. The arbitrator shall be entitled to charge fees as per the Fourth Scheule to the 1996 Act.

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

13. All questions of fact and law shall remain open to be urged before the learned arbitrator.

14. The petition is allowed in the aforesaid terms.

C.HARI SHANKAR, J

SEPTEMBER 10, 2024

dsn

Click here to check corrigendum, if any

Signature Not Verified

Digitally Signed By: AHT
KUMAR ARB.P. 1402/2024
Signing Date: 12.09.2024
15:51:04

Signature Not Verified

Digitally Signed
By: CHANDRASHEKHARAN
HARI SHANKAR
Signing Date: 12.09.2024
15:49:57