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

+ **ARB.P. 142/2024**

LIUGONG INDIA PVT. LTD.

..... Petitioner

Through: Counsel for petitioner.

versus

**SANDEEP GANGULA PROPRIETOR OF VENKATESHWARA
GRANITES**

..... Respondent

Through:

CORAM:

HON'BLE MS. JUSTICE NEENA BANSAL KRISHNA

ORDER

20.03.2024

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1. The petition under Section 11(6) of the Arbitration and Conciliation Act, 1996 (hereinafter referred to as 'the Act') has been filed on behalf of the petitioner seeking appointment of the learned Arbitrator.
2. It is submitted that the parties entered into two agreements, which are as follows:-
 - (i) Hire Agreement titled "Hire Agreement CLG 939" dated 31.07.2020 (hereinafter referred to as "Hire Agreement")
 - (ii) Purchase Agreement titled "Purchase Agreement CLG 939" dated 31.07.2020 (hereinafter referred to as "Purchase Agreement")
3. In accordance with the terms of the Agreement, the petitioner performed its part of the obligations of which the respondent was liable to pay a total amount of Rs.2,02,07,055/- in 12 equal installments, each being of Rs.15,26,588/-. However, the respondent has defaulted in payments of the installments. Consequently, the dispute has arisen *inter se* the parties. The



petitioner had issued a legal notice dated 21.09.2022 calling upon the respondent to make the payment of outstanding amount along with the interest @18% p.a. The petition bearing OMP (I) (COMM) No. 72/2023 under Section 9 of the Act, had also been filed before the learned Commercial Judge, New Delhi, in which *vide* Order dated 16.09.2023, notice was directed to be issued and the respondent was restrained till the next date of hearing from selling or disposing of or creating third party rights over the concerned machinery. Consequently, the notice of invocation of Arbitration dated 08.11.2023 has been issued by the petitioner despite which the respondent has not been forthcoming since the present petition for appointment of the Arbitrator. The respondent has been duly served with the petition, despite which he has been failed to appear.

4. **Submissions heard.**

5. Considering the *inter se* disputes and due invocation of the Arbitration Clause *vide* notice dated 21.09.2022, Ms. Nisha Bhambhani, Advocate (M) 9811042721 is hereby appointed as the learned Arbitrator to adjudicate the disputes between the parties.

6. The parties are at liberty to raise their respective objections before the Arbitrator.

7. The fees of the learned Arbitrator would be fixed in accordance with the IV Schedule to the Act, 1996 or as consented by the parties.

8. This is subject to the Arbitrator making necessary disclosure as under Section 12(1) of A&C Act, 1996 and not being ineligible under Section 12(5) of the A&C Act, 1996.

9. Learned counsels for the parties are directed to contact the learned Arbitrator within one week of being communicated a copy of this Order to



them by the Registry of this Court.

10. Accordingly, the Arbitration Petition is accordingly allowed and disposed of.

NEENA BANSAL KRISHNA, J

MARCH 20, 2024/RS