



2024:DHC:9893



\$~18

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

%

Date of Decision: 20.12.2024+ **ARB.P. 1515/2024****M/S CANON INDIA PRIVATE LIMITED**

.....Petitioner

Through: Mr. Divyanshu Jain, Adv. (through
v/c)

versus

M/S PRNT SOURCE GLAZERS PRIVATE LIMITED....RespondentThrough: Mr. Gaurav Aggawral, Ms. Mahima
Misra, Mr. Naman Aggarwal, Mr.
Rishabh Chaudhary, Mr. Rishabh
Chaudhary, Mr. Vishnu, Mr.
Abhishek Kumar, Mr. Nitin Gupta
and Mr. Arvind Mishra, Adv.
(through v/c)**CORAM:****HON'BLE MR. JUSTICE SACHIN DATTA****SACHIN DATTA, J. (ORAL)**

1. The present petition under section 11 of the Arbitration and Conciliation Act, 1996 (hereinafter referred as '*the A&C Act*') seeks constitution of an arbitral tribunal to adjudicate the disputes between the parties.
2. The disputes between the parties have arisen in context of a Total Guarantee Agreement dated 23.12.2016 (hereinafter '*the TG agreement*'), in terms of which, the petitioner was to provide maintenance services to the respondent for a multifunction printing device, purchased from the petitioner itself *vide* a Memorandum of Understanding dated 19.12.2016.



3. Disputes between the parties have arisen on account of non-payment of the outstanding monetary entitlements of the petitioner under the said agreement, for which, a demand notice dated 29.12.2022 was issued by the petitioner. Despite several email communications thereafter, the respondent failed to settle its outstanding dues under the TG agreement.

4. Clause 8 of the TG agreement contains the arbitration clause and reads as under:

“This agreement shall be governed by the Laws of India. All disputes or differences arising between the parties in respect of these terms and conditions shall be settled by arbitration under provisions of the Arbitration and Conciliation Act 1996 by reference to a sole Arbitrator appointed with mutual consent. The venue of Arbitration shall be Delhi and language will be English.”

5. Disputes having arisen, the petitioner issued a notice invoking arbitration dated 28.06.2024; proposing the name of a person who could be appointed as an arbitrator. However, no response was received to the same. Hence, the present petition came to be filed.

6. While the parties were referred to mediation by this Court *vide* order dated 26.11.2024, a mediation report dated 12.12.2024 brings out that the parties have failed to resolve their disputes amicably. It is in these circumstances that the present petition has been taken up for disposal.

7. Learned counsel for the respondent does not dispute the existence of the arbitration agreement and accedes to the appointment of a sole arbitrator to adjudicate the disputes between the parties.

8. As held in ***SBI General Insurance Co. Ltd. v. Krish Spinning*** 2024 SCC OnLine SC 1754, the scope of enquiry in these proceedings, under Section 11 of the A&C Act, is confined to only ascertaining the existence of an arbitration agreement. In the present case, since there is no controversy as



2024:DHC:9893



regards the existence of the arbitration agreement, there is no impediment to constituting an Arbitral Tribunal to adjudicate the disputes between the parties.

9. Accordingly, Mr. Kavinder Gill, Advocate (Mobile - +91 9911755161) is appointed as the Sole Arbitrator to adjudicate the disputes between the parties.

10. The respondents shall be at liberty to raise preliminary objections as regards arbitrability/jurisdiction, if any, which shall be decided by the arbitrator, in accordance with law.

11. The learned Sole Arbitrator may proceed with the arbitration proceedings subject to furnishing to the parties requisite disclosure as required under Section 12 of the A&C Act.

12. Let the arbitration take place under the aegis of and as per the rules of the Delhi International Arbitration Centre (DIAC).

13. All rights and contentions of the parties in relation to the claims/counter claims are kept open, to be decided by the learned Sole Arbitrator on their merits, in accordance with law.

14. Needless to say, nothing in this order shall be construed as an expression of opinion of this Court on the merits of the case.

15. The present petition stands disposed of in the above terms.

SACHIN DATTA, J

DECEMBER 20, 2024/dn