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

+ **ARB.P. 1537/2024**

MRS. SAROJ

.....Petitioner

Through: Mr. Nikhil Goel, Advocate

versus

M/S LAVIE CARE PRIVATE LIMITED

.....Respondent

Through: Mr. Jeewan Chandra, Advocate

CORAM:

HON'BLE MR. JUSTICE SUBRAMONIUM PRASAD

ORDER

13.12.2024

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1. The present petition has been filed under Section 11(6) of the Arbitration and Conciliation Act, 1996 by the Petitioner seeking appointment of an Arbitrator to adjudicate upon the disputes which have arisen between the Parties under a Franchise Agreement dated 13.06.2022 in which the Respondent is a Franchiser and the Petitioner is a Franchisee.

2. It is stated that disputes have arisen under the Franchise Agreement dated 13.06.2022 and the legal notice dated 29.05.2024 was issued invoking arbitration.

3. There is an Arbitration Clause in the Franchise Agreement dated 13.06.2022 which reads as under:-

“DISPUTE RESOLUTION

The parties shall refer any controversy or claim arising out of or relating to this agreement, or breach thereof, shall be referred to sole arbitration in



accordance with the Indian Arbitration and conciliation Act, 1996 (1996 Act). The place of arbitration shall be New Delhi and the language to be used in the arbitral proceedings shall be English. B) In the event of a breach of this agreement where monetary damages would not be readily calculated and that Lavie Care would not have an adequate remedy at law, therefore the Business Partner acknowledges, consents, and agrees that Lavie Care shall be entitled to seek, in addition to any other remedies and damages for such breach, specific performance and/or immediate injunctive relief both temporarily or permanently, from an arbitral tribunal constituted as per the terms of this agreement or other such equitable relief to restrain the violation or threatened violation of such obligations by the Business Partner and the persons acting for or in connection with the Business Partner, and until such constitution from appropriate courts in Delhi under the 1996 Act or otherwise, as the case may be.”

4. It is the contention of the learned Counsel for the Respondent that the Franchise Agreement dated 13.06.2022 has itself come to an end with the efflux of time and therefore, this Court cannot entertain the present petition for appointment of an Arbitrator. Therefore, the present application cannot be accepted.
5. The reading of the Arbitration Clause shows that any dispute arising under the Franchise Agreement dated 13.06.2022 has to be referred to the Arbitrator.
6. In view of the fact that disputes have arisen between the parties and the Agreement contains an arbitration clause, this Court is inclined to appoint an Arbitrator to adjudicate upon the disputes between the parties.
7. Accordingly, Mr. Manish Mohan, Advocate, (Mob. No. 9999910115)



is appointed as an Arbitrator to adjudicate upon the disputes between the Parties.

8. The arbitration would take place under the aegis of the Delhi International Arbitration Centre (DIAC) and would abide by its rules and regulations. The learned Arbitrator shall be entitled to fees as per the Schedule of Fees maintained by the DIAC.

9. 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 reference.

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

11. Needless to say, nothing in this order shall be construed as an expression of this Court on the merits of the contentions of the parties.

12. It is made clear that this Court has not made any observation on the merits of the case

13. The present petition stands disposed of in the above terms along with pending application(s), if any.

SUBRAMONIUM PRASAD, J

DECEMBER 13, 2024

RJ