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

+ ARB.P. 1658/2024

ANOOP AGGARWALPetitioner

Through: Mr. Sandeep Sethi, Sr. Adv. along
with Mr. Sidharth Joshi, Mr. Pankaj
Seth, Ms. Ambareen, Mr. Vikrant
Ballav Sharma and Mr. Yuvraj
Sharma, Advs.

versus

PRADEEP KUMAR AGGARWAL & ORS.Respondents

Through: Advocate for R-1 to 6 (appearance
not given)
Mr. Rakesh Munjal, Sr. Adv. and Mr.
R.K. Gupta, Adv. for R-7 to 13.

CORAM:

HON'BLE MR. JUSTICE SACHIN DATTA

ORDER

12.11.2024

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1. The present petition under Section 11 (6) of the Arbitration and Conciliation Act, 1996 seeks appointment of a Sole Arbitrator to adjudicate the disputes between the parties.
2. The arbitration agreement is allegedly contained in an "Agreement for Family Settlement" (hereinafter AFS), which was attached along with an email dated 21.01.2022, addressed by the petitioner to one Mr. Ashish Wadhwan, with cc to one Mr. Anirudh Somani (anirudhsomani@gmail.com) and Mr. Sanjeev Kapoor (kapoorsanjeevin@yahoo.com). The said individuals are stated to be acting as the mediators, at the relevant time, to resolve the disputes between the parties, who are closely related.
3. According to the learned senior counsel for the petitioner, the terms of



the AFS were accepted by the petitioner, whereupon a binding contract resulted between the parties. The said contract, according to learned senior counsel for the petitioner, contains an arbitration clause and hence, the present petition has been filed, seeking constitution of an arbitral tribunal in terms thereof.

4. Learned counsel for the respondent no. 1 seriously disputes that the aforesaid draft agreement ever fructified into a concluded contract between the parties. He submits that the aforesaid e-mail dated 21.01.2022 was not even addressed to the petitioner and was merely a document prepared for discussion and negotiation purposes. He submits that it is completely misconceived on the part of the petitioner to seek to invoke the arbitration clause of an agreement which is non-existent. He further submits that from the whatsapp chats relied upon by the petitioner himself it is evident that the draft of the AFS never fructified into a binding contract, and this was the understanding of the parties themselves.

5. During the course of arguments, it transpires that a Letter of Intent (LOI) dated 08.08.2021 was executed between the petitioner and the respondents which also contains an arbitration clause. An arbitral tribunal comprising of a sole arbitrator [Justice (Retd.) Pradeep Nandrajog, Former Chief Justice, Bombay High Court] is in place to adjudicate the disputes between the same parties under the said LOI.

6. After some hearing, respective counsel for the parties submit, on instructions, that the issue as to whether any “Agreement for Family Settlement” was entered into between the parties or not and/ or whether any rights/ obligations arise pursuant thereto and/or whether any direction/s in terms thereof are required to be issued, can be agitated before the aforesaid



arbitral tribunal which is already in place. It is directed accordingly.

7. Needless to say, the learned Sole Arbitrator would also consider the objections of learned counsel for the respondent no.1, to the effect that the so called “Agreement for Family Settlement”, is in fact, non-existent.

8. All contentions of the parties are left open to be considered by the learned Sole Arbitrator.

9. The present petition is disposed of in the above terms.

SACHIN DATTA, J

NOVEMBER 12, 2024/cl