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

+ **ARB.P. 1825/2024**

M S POLY VINYL CORPORATION

.....Petitioner

Through: Mr. B.M. Jyotishi, Advocate
(through VC)

versus

ASHOK KUMAR PURI

.....Respondent

Through: Mr. S.C. Singhal, Advocate (through
VC)

CORAM:

HON'BLE MS. JUSTICE MANMEET PRITAM SINGH ARORA

ORDER

% **11.12.2024**

1. This is a petition filed under Section 11(5) of the Arbitration and Conciliation Act, 1990 ('Act of 1990'), the Petitioner seeks appointment of an Arbitral Tribunal comprising of a sole arbitrator, to adjudicate the disputes between the parties.

2. It is stated in the petition that the disputes between the parties have arisen with respect to a loan advanced by the Petitioner to the Respondent under the loan agreement dated 12.07.2021. It is stated that the said loan agreement contains an arbitration agreement at Clause 1 which reads as under:

"1. Governing Law and Submission to Jurisdiction

This Agreement shall be governed by and construed in accordance with the laws of the Republic of India. **Any dispute or differences arising under the Agreement shall be referred to Arbitration by a arbitrator in Delhi, India (who will be an un-biased and impartial retired judge of court) and such arbitration shall be held in accordance with the (Indian) Arbitration & Conciliation Act,**



1996, and any re-enactment or modification thereof and judgment upon the award rendered may be entered in the **High Court of Delhi** or in any other court in India of competent jurisdiction. The arbitral award shall be treated as final and binding on the parties hereto.”

(Emphasis supplied)

3. Mr. Singhal, learned counsel for the Respondent states that he does not dispute the existence of the arbitration agreement. He accedes to the appointment of a Sole Arbitrator to adjudicate the disputes between the parties. He states that he has already filed his vakalatnama.
4. The counsel for the parties jointly request that since the claim amount is a sum of Rs. 15 lakhs therefore, an Advocate may be appointed as an Arbitrator. They jointly waive the condition in the arbitration clause which stipulates appointment of a retired Judge of the Court. The parties are also agreeable that the arbitration be conducted under the aegis of the Delhi International Arbitration Centre (‘DIAC’).
5. In addition, learned counsel for the Respondent states that he has instructions to explore the possibility of an amicable settlement through mediation and states that the parties may accordingly also be referred to Delhi High Court Mediation and Conciliation Centre (‘Mediation Centre’).
6. Since, there is no controversy as regards existence of an arbitration agreement, there is no impediment in appointing an Advocate as a Sole Arbitrator to adjudicate the dispute between the parties.
7. In view of the above, the disputes between the parties under the said agreement are referred to the arbitral tribunal with the following directions:
 - a) Mr. Arvind Bhatt, Advocate (D-709/2002) (Mob. No. 9810354101; E-mail: advocate.arvindbhatt@gmail.com) is appointed as a Sole Arbitrator to adjudicate the disputes between the parties.



- b) The arbitration will be held under the aegis of the DIAC. The remuneration of the learned Arbitrator shall be in terms of Schedule IV of the Act of 1990 or as the parties may agree.
- c) The learned Arbitrator is requested to furnish a declaration in terms of Section 12 of the A&C Act before entering into the reference.
- d) It is made clear that all the rights and contentions of the parties, including as to the arbitrability of any of the claims, any other preliminary objection, as well as claims on merits of the dispute of either of the parties, are left open for adjudication by the learned arbitrator.
8. Keeping in view the request of the Respondent for mediation, learned counsel for the Petitioner states that without prejudice to its rights and contentions, the Petitioner is willing to consider mediation.
9. Accordingly, the parties are referred to Delhi High Court Mediation and Conciliation Centre ('Mediation Centre') to appear on **23.12.2024** at **3:00 P.M.**
10. It is made clear that if no mediation settlement is arrived on or before **15.01.2025**, the Arbitrator shall enter reference and the Petitioner shall file its statement of claims within four (4) weeks from 15.01.2025.
11. With the aforesaid direction, the petition stands disposed of.
12. The registry is directed to send a copy of this order to DIAC and the Sole Arbitrator.
13. The digitally signed copy of this order, duly uploaded on the official website of the Delhi High Court, www.delhihighcourt.nic.in, shall be treated as a certified copy of the order for the purpose of ensuring compliance. No physical copy of order shall be insisted by any



authority/entity or litigant.

MANMEET PRITAM SINGH ARORA, J
DECEMBER 11, 2024/msh/AKT
Click here to check corrigendum, if any