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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**
+ **ARB.P. 1890/2024**
DALIP SINGHPetitioner

Through: Mr. Sanjay Sehgal, Adv.
versus

JASWANT RAI GARGRespondent
Through: Mr. Himanshu Goyal and Ms.
Muskaan Garg, Adv.

CORAM:

HON'BLE MR. JUSTICE VIKAS MAHAJAN

ORDER

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29.11.2024

I.A. 46576/2024 (under Section 151 CPC seeking exemption from filing certified copies, typed copies, margins, copies of the dim annexures, original documents etc.)

1. Allowed, subject to all just exceptions.
2. The petitioner shall file legible and clear copies of the exempted documents, compliant with practice rules before the next date.
3. Application stands disposed of.

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4. By way of present petition filed under Section 11 of the Arbitration and Conciliation Act, 1996 (hereinafter referred to as 'the Act'), the petitioner seeks appointment of an Arbitrator to adjudicate disputes between the parties under the Consultancy and Retainership Agreement dated 29.09.2020. The Clause 22 of the Consultancy and Retainership Agreement dated 29.09.2020 contains the Arbitration Clause.

5. Mr. Sanjay Sehgal, the learned counsel for the petitioner submits that the disputes having arisen between the parties, the petitioner gave a notice dated 11.09.2024 under Section 21 of the Arbitration and Conciliation Act,



1996 to the respondent requesting for appointment of an Arbitrator, as per the Arbitration Clause in the said agreement but the respondent did not consent to the same.

6. In view of the above, issue notice.

7. Mr. Himanshu Goyal, the learned counsel appearing on advance service accepts notice on behalf of the respondent. He submits that the Agreement of Partnership dated 02.06.2016 which has been referred to in the prayer clause of the present petition stood terminated by virtue of Consultancy and Retainership Agreement dated 29.09.2020 and the disputes which have arisen are confined only to the Consultancy and Retainership Agreement dated 29.09.2020.

8. The above position is not disputed by the learned counsel for the petitioner. He, however, submits that Consultancy and Retainership Agreement dated 29.09.2020 is in continuation of the Agreement of Partnership dated 02.06.2016 as mentioned in para 3 of the Consultancy and Retainership Agreement dated 29.09.2020.

9. At the stage of proceedings under Section 11 of the Act, the Court is only required to satisfy itself *prima facie* as to the existence of the Arbitration Agreement. All other questions are to be determined by the learned Arbitrator.

10. The material on record and particularly the above noted Clause 22 of the Consultancy and Retainership Agreement dated 29.09.2020 demonstrates that an Arbitration Agreement exists between the parties. The respondent has also not controverted this position.

11. The petition is, therefore, allowed. The disputes between the parties are referred to the arbitration. The arbitration will be held under the aegis of



the Delhi International Arbitration Centre, Delhi High Court, New Delhi, DIAC, and will be governed by the Rules of DIAC including as to the remuneration.

12. The learned Arbitrator is requested to furnish a declaration under Section 12 of the Act, prior to entering upon the reference.

13. It is made clear that all rights and contentions of the parties are left open for adjudication by the learned Arbitrator.

14. The petition stands disposed of.

VIKAS MAHAJAN, J

NOVEMBER 29, 2024/dss