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

+ **ARB.P. 94/2025**

SREI EQUIPMENT FINANCE LTD

.....Petitioner

Through: Ms. Versa Singh, Adv.

versus

INDIA SERVES PVT LTD

.....Respondent

Through: Mr. Kamal Katyan, Ms. Sapna Nirwan
& Mr. Rajesh Katyan, Advs.

CORAM:

HON'BLE MR. JUSTICE JASMEET SINGH

ORDER

24.03.2025

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1. This is a petition filed under section 11 (6) of the Arbitration and Conciliation Act, 1996 seeking appointment of an Arbitrator for adjudication of disputes between the parties arising out of the Agreement dated 19.08.2021. The arbitration clause is contained as clause XX of the said agreement which reads as under:

“XX. Arbitration.

Any dispute or difference between the parties arising out of or relating to this agreement and which is not settled between the parties shall be referred to Arbitration before a Sole Arbitrator appointed by the parties jointly. The arbitration proceedings shall be in accordance with Arbitration and Conciliation Act, 1996. The place of arbitration shall be New Delhi. The language of arbitration shall be English.”



2. The facts are that on 01.04.2013, the petitioner and the respondent entered into an agreement whereby the Respondent was to provide for house-keeping and office maintenance services at the office of the petitioner. The said agreement was renewed from time to time. Subsequently, the said agreement was renewed on 19.08.2021. During the subsistence of the said agreement, a total sum of Rs 1,60,50,000/- was released towards Security Deposit by the petitioner to the respondent and a sum of Rs,72,50,000/- was recovered by way of adjustment against the monthly invoices being raised by the respondent, leaving a balance of about Rs. 88,00,000/-.

3. Since there were disputes between the parties, the petitioner invoked arbitration vide legal notice dated 10.07.2024.

4. Hence, the present petition has been filed.

5. Mr. Katyan, learned counsel appears for the respondent and states that there are no disputes subsisting between the parties, as the respondent has paid more than Rs.90,00,000/- to the employees of the petitioner on the instructions of the petitioner, which are to be adjusted in terms of the balance amount of Rs.88,00,000/-. However, I am of the view that the present issue will be decided by the Arbitrator as the same will amount to touching the merits of the case.

6. For the said reasons, the petition is allowed and the following directions are issued:-

- i) Ms. Kritika Mehra Sahni (Advocate)(Mob. No. 9873734270) is appointed as a Sole Arbitrator to adjudicate the disputes between the parties.
- ii) The arbitration will be held under the aegis of the Delhi



International Arbitration Centre, Delhi High Court, Sher Shah Road, New Delhi (hereinafter, referred to as the ‘DIAC’).

- iii) The remuneration of the learned Arbitrator shall be in terms of DIAC (Administrative Cost and Arbitrators’ Fees) Rules, 2018.
 - iv) The learned Arbitrator is requested to furnish a declaration in terms of Section 12 of the Act prior to entering into the reference.
 - v) It is made clear that all the rights and contentions of the parties, including as to the arbitrability of any of the claim, any other preliminary objection, as well as claims/counter-claims and merits of the dispute of either of the parties, are left open for adjudication by the learned arbitrator.
 - vi) The parties shall approach the learned Arbitrator within two weeks from today.
7. The present petition is disposed of in the aforesaid terms.

JASMEET SINGH, J

MARCH 24, 2025/pk

Click here to check corrigendum, if any