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

+ **ARB.P. 106/2025**

SANITARIO INDIA

.....Petitioner

Through: Dr L.S. Chaudhary, Dr. Ajay Chaudhary, Mr. Bharat Chaudhary, Mr. Manoj Bhagat, Mr. Vikram Singh and Mr. Anirudh Sharma, Advocates.

versus

ZAP INFORMATION

TECHNOLOGY PVT. LTD.

.....Respondent

Through: Mr. Atul Kumar, Advocate

CORAM:

HON'BLE MR. JUSTICE MANOJ KUMAR OHRI

ORDER

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16.01.2025

I.A.1036/2025 (exemption)

1. Allowed, subject to all just exceptions.
2. The application is disposed of.

ARB.P. 106/2025

1. By way of present petition filed under Section 11 of the Arbitration and Conciliation Act, 1996 (hereinafter, referred to as the 'A&C Act'), the petitioner seeks appointment of Arbitral Tribunal comprising of a Sole Arbitrator, to adjudicate the disputes between the parties.
2. Petitioner claims to have entered into an Agreement dated 26.07.2022 for Fire Fighting and Plumbing & Sanitation Services. Clause 17 of the said agreement stipulates resolution of disputes through arbitration as per the provisions of A&C Act. It further provides that place of arbitration would be at New Delhi.



3. Disputes having arisen between the parties, petitioner invoked arbitration by issuing a notice dated 21.09.2024, issued under Section 21 of the A&C Act, which has been replied to by the respondent vide letter dated 14.10.2024.

4. Learned counsels for the parties, on instructions, jointly submit that the Arbitration Agreement not being denied, the disputes arising in the context of the lease deeds be referred to the Arbitral Tribunal comprising of a Sole Arbitrator. Learned counsel for the petitioner however submits that the name of the Arbitrator recommended by the respondent is not agreeable to the petitioner and therefore an independent Arbitrator may be appointed to adjudicate the disputes between the parties.

5. Considering that both the parties have consented to the reference to the arbitral tribunal, the present petition is disposed of with the following directions:-

- i) The disputes between the parties under the said agreement are referred to the arbitral tribunal.
- ii) Ms. Aarzoo Aneja (email: aneja.aarzoo@gmail.com), (Mob. No.9540129000) is appointed as the Sole Arbitrator to adjudicate the disputes between the parties.
- iii) 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'). The learned Arbitrator shall be entitled to fees as per the Schedule of Fees maintained by the DIAC.
- 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 on 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.

MANOJ KUMAR OHRI, J

JANUARY 16, 2025/rd