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

+ **ARB.P. 115/2025**

MR. NEERAJ GUPTA

.....Petitioner

Through: Mr. Bipin Kr. Prabhat and Mr. Bhola
Dayal, Advocates.

versus

MR. HARISH KUMAR & ANR.

.....Respondents

Through: Mr. Harish Kumar, Advocate for R-1.

CORAM:

HON'BLE MR. JUSTICE AMIT BANSAL

ORDER

% **10.10.2025**

1. This petition has been filed under Section 11 of the Arbitration and Conciliation Act, 1996 (hereinafter 'Act') to appoint a Sole Arbitrator to adjudicate the disputes arising out of the Memorandum of Understanding dated 6th July, 2021 (hereinafter 'MoU'), executed between the parties. The MoU in question was executed at New Delhi.

2. In terms of the aforesaid MoU, the petitioner has agreed to provide financial assistance of Rs. 15,00,000/- to the respondent no.2.

3. The aforesaid MoU contains an arbitration clause, i.e. Clause J. The said Clause is set out below:-

"J. This Agreement will be governed by laws of India and for any disputes arises between the Parties shall be settled by the Arbitrator mutually appointed by the parties to this agreement."

4. Since there were disputes between the parties on account of non-payment of outstanding dues, the petitioner sent a legal notice on 2nd



November, 2023 to the respondent, which was duly replied to by the respondent on 14th November, 2023.

5. Thereafter, since the issues could not be resolved, the petitioner sent a notice dated 7th December, 2023 to the respondent, invoking the aforesaid arbitration clause under Section 21 of the Act. However, no reply to the said notice has been received by the petitioner.

6. Hence, the petitioner has been constrained to approach this Court by way of the present petition.

7. Notice in the present petition was issued by order dated 17th January 2025.

8. Parties were referred for mediation *vide* order dated 26th May, 2025. However, as per the report received from the Mediation Centre, the parties could not settle their disputes in mediation.

9. In view thereof, in terms of Clause J of the MoU executed between the parties, counsel for the petitioner seeks appointment of a Sole Arbitrator by this Court.

10. The respondent no.1, who is also the proprietor of the respondent no.2 M/s Stalin Engineering, is present in Court and submits that he has no objection to the appointment of an Arbitrator.

11. Accordingly, the dispute between the parties under the MoU is referred to the Arbitral Tribunal comprising of a Sole Arbitrator. The following directions are issued in this regard:

a. Ms. Ritika Trivedi, Advocate (Mobile No.+91-9891040207) is appointed as a Sole Arbitrator to adjudicate the disputes between the parties.

b. The Arbitrator is requested to furnish a declaration in terms of



Section 12 of the Act prior to entering into the reference. In the event there is any impediment to the Arbitrator's appointment on that count, the parties are given liberty to file an appropriate application before this Court.

c. The remuneration of the Arbitrator shall be in terms of Schedule IV of the Act.

d. The parties shall approach the Arbitrator within two (2) weeks from today.

12. It is made clear that all the rights and contentions of the parties, including the arbitrability of any of the claims, and/or counter 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 Arbitrator.

13. The petition stands disposed of in the aforesaid terms.

14. Needless to state, nothing in this order shall be construed as an expression of this Court on the merits of the case.

AMIT BANSAL, J

OCTOBER 10, 2025

Vivek/-