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

+ **ARB.P. 154/2025**

**RAVINDER KUMAR**

.....Petitioner

Through: Mr. Vivek Luthra, Ms. Arsheiya  
Munjal and Ms. Aakarshika Chawla, Advocates.

versus

**VANDANA PATHAK**

.....Respondent

Through: Mr. Kartik Burman, Advocate.

**CORAM:**

**HON'BLE MS. JUSTICE JYOTI SINGH**

**ORDER**

**08.05.2025**

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1. This petition is filed on behalf of the Petitioner under Section 11(6) of the Arbitration and Conciliation Act, 1996 ('1996 Act') seeking appointment of a Sole Arbitrator to adjudicate the disputes between the parties.

2. Disputes between the parties emanate from a Tripartite Memorandum of Understanding dated 21.12.2021 entered into between Petitioner, Respondent and Shri Mohinder Kumar, whereby parties agreed to enter into partnership for running a retail outlet and also agreed that profit and loss would be shared in the ratio of 1/3<sup>rd</sup> each. Partnership Deed was executed on 24.11.2022, whereby partnership firm in the name and style of M/s Ganga Patro Mart was established. Partnership Deed incorporated Arbitration Clause 21, which is as follows: -

*"21. Parties shall endeavour to amicably settle any disputes or differences, arising in connection with this deed. However, any dispute or difference arising under or in connection with this partnership deed shall*



*be referred to the sole arbitrator as per the provisions of the Indian Arbitration and Conciliation Act, 1996 and amendments made there to from time to time. Further the decision of the Arbitrator shall be binding on the parties.”*

3. Petitioner asserts that Respondent did not fulfil its obligations under the MoU, compelling the Petitioner to invoke the Arbitration Clause vide notice dated 13.12.2024, which was duly received by the Respondent on 16.12.2024, but Respondent failed to agree to appointment of the Arbitrator and hence, this petition was filed.
4. Learned counsel for the Respondent, on instructions, submits that Respondent has no objection to the appointment of the Arbitrator, but the averments and the allegations in the petition are refuted.
5. Accordingly, with the consent of the parties, Shri Gajendra Giri, Advocate (Mobile No. 9213934696) is appointed as a Sole Arbitrator to adjudicate the disputes between the parties. Arbitration proceedings will be held under the aegis of Delhi International Arbitration Centre (DIAC) and as per its Rules. Fee of the Arbitrator shall be fixed as per fee schedule of DIAC Rules 2018.
6. Learned Arbitrator shall give disclosure under Section 12 of the 1996 Act before entering upon reference.
7. It is made clear that this Court has not expressed any opinion on the merits of the case and all rights and contentions of the respective parties are left open.
8. Petition is disposed of in the aforesaid terms.

**JYOTI SINGH, J**

**MAY 08, 2025/shivam**