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

+ **ARB.P. 240/2025**

BHARATI BHAWAN PUBLISHERS AND DISTRIBUTORS

.....Petitioner

Through: Mr. Nikhil Tripathi, Mr. Anutosh, Mr. Shoumik Mazumdar, Mr. Ganesh Bahadur Sharma, Ms. Sabhyata Sharma & Mr. Kuldeep Rana, Advs.

versus

FANISH KUMAR PROPRIETOR OF CLEMENT SCHOOL MART NETWORK

.....Respondent

Through: Mr. Vivek K. Tandon, Mr. Shyam Tandon & Mr. Harshit Gahlot, Advs.

CORAM:

HON'BLE MR. JUSTICE JASMEET SINGH

ORDER

04.04.2025

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1. This is a petition under Section 11 of the Arbitration and Conciliation Act, 1996, seeking appointment of an Arbitration to adjudicate the disputes between the parties.
2. The petitioner and respondent entered into an agreement on 16.11.2015 for sale and purchase of school text-books for CBSE/ICSE for various State Boards.
3. The Agreement contains an Arbitration Clause, being clause 17, which reads as under:

“ 17. ARBITRATION

a) Any dispute or difference whatsoever arising between



the PARTIES out of or relating to the construction, meaning, scope, operation or effect of this Agreement or the validity or the breach thereof shall be settled by arbitration in accordance with the rules of Arbitration of the Indian Council of Arbitration and the Award made in pursuance thereof shall be binding on the PARTIES.

b) The provision of the Arbitration and Conciliation Act, 1996 or any statutory modifications/ amendment thereto shall apply to the arbitration and award.

c) The venue of the Arbitration shall be”

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4. The petitioner had filed a civil suit for recovery of the amounts due and payable to the petitioner wherein the respondent filed an application under Section 8 of the Arbitration and Conciliation Act, 1996 which was allowed.
 5. Subsequently, the petitioner withdrew the suit with liberty to approach the Court under the Arbitration Clause.
 6. Mr. Tandon appears for the respondent and has no objection to appointment of an Arbitrator as long as all claims/counter-claims/ legal objections of the respondent are left open.
 7. For the said reasons, the petition is allowed and the following directions are issued:-
 - i) Mr. Sidhant Nath, Adv. (Mob. No. 9910870397) 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.
8. The present petition is disposed of in the aforesaid terms.

JASMEET SINGH, J

APRIL 4, 2025/pk

Click here to check corrigendum, if any