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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**
+ **ARB.P. 243/2025**

MR. ABDUL WAKEEL ANSARIPetitioner
Through: Mr. Utkarsh Singh, Mr. Mayank
Gupta, Mr. Thakur Nishant Kumar,
Advs.

versus
ZEESHAN ZAMA KHANRespondent
Through: Ms. Shaheen Alvi, Adv.

CORAM:
HON'BLE MR. JUSTICE JASMEET SINGH

% **ORDER**
20.05.2025

1. This is a petition filed under Section 11 of the Arbitration and Conciliation Act, 1996, seeking appointment of an arbitrator to adjudicate the disputes between the parties, arising out of a Partnership Deed dated 16.02.2021.
2. Pursuant to the said Deed, the respondent and the petitioner were partners in a business called M/s Kissan First Kannauj and agreed on a profit-sharing ratio of 60:40, respectively.
3. The said Deed contains an arbitration clause, being Clause No. 14, which reads as under:

“14. ARBITRATION

Whenever there by any difference of opinion or any dispute arising among the partners, the partners shall refer the same to an arbitration. The decision of the arbitrator so nominated shall be final and binding on all partners, such arbitration proceedings shall be governed by Indian Arbitration Act, 1996 which is in force.”



4. Since there were disputes between the parties, the petitioner invoked arbitration *vide* legal notice dated 26.11.2024.
5. The arbitration clause reproduced above does not fix any venue or place of arbitration.
6. The parties are both residents of Delhi and as per the order dated 12.09.2021 passed by Agricultural Produce Marketing Committee, the constitution and title of the partnership firm is “Shop No. 260, Licence No. B-219 & A-73, Sub-Yard Okhla, New Delhi”.
7. For the said reasons, I am satisfied that the respondent is a resident of Delhi and that the business of the partnership firm was to be in Delhi. Therefore, this Court will have the territorial jurisdiction to entertain and try the present petition.
8. Ms. Alvi, learned counsel for the respondent, requests for some more time. However, no reply has been filed since 20.03.2025. Thus, I am not inclined to grant any further time.
9. For the said reasons, the petition is allowed and the following directions are issued:-
 - i) Dr. Kamini Lau, District Judge (Retd.) (Mob. No. 9910384715) is appointed as a Sole Arbitrator to adjudicate the disputes between the parties.
 - ii) The arbitration will be held under the aegis and rules 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.
10. The present petition is disposed of in the aforesaid terms

JASMEET SINGH, J

MAY 20, 2025/sp

[Click here to check corrigendum, if any](#)