



\$~1

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

+ **ARB.P. 274/2025**

MRS ANISHA MALHOTRA

.....Petitioner

Through: Mr. Arvind Kumar Gupta and Mr.
Abhiesumat Gupta, Advocates.

versus

MR ASHOO MALHOTRA & ORS.

.....Respondents

Through: Mr. Vishal Sharma and Mr. Sagar,
Advocates.

CORAM:

HON'BLE MS. JUSTICE JYOTI SINGH

ORDER

02.07.2025

%

1. This petition is filed on behalf of the Petitioner under Section 11(6) of the Arbitration and Conciliation Act, 1996 ('1996 Act') for appointment of a Sole Arbitrator.
2. As per the case set out by the Petitioner in the petition, Petitioner is one of the partners of M/s Malhotra Metal Industries ('MMI'), a Partnership Firm/Respondent No. 3 along with Respondents No. 1 and 2 under a Partnership Deed executed on 23.04.2007. The Partnership Firm is engaged in the business of metal pressing and power press units along with manufacturing of auto plates and is involved in business with Sigma Corporation India Limited.
3. It is averred that as per Clause 5 of the Partnership Deed, Mr. Ashoo Malhotra, Ms. Anisha Malhotra and Ms. Jyoti Malhotra are to share 1/3rd of the profits and losses. MMI was formed by the husband of the Petitioner i.e.,



Mr. Ajay Malhotra in 1992, whereafter constitution of the Firm changed and Petitioner and Respondents No. 2 and 3 became partners. Mr. Ajay Malhotra and Mr. Anny Malhotra, husband of Ms. Jyoti Malhotra were partners of M/s MNC HR Services Solutions, which was running the business of providing comprehensive industrial liaison solutions. The three brothers, namely, Mr. Ajay Malhotra, Mr. Anny Malhotra and Mr. Ashoo Malhotra and partners of MMI were sharing the income until disputes arose between the parties in or around May/June, 2024, when Mr. Anny Malhotra and Mr. Ashoo Malhotra started withdrawing amounts disproportionate to their share and Petitioner and her husband objected to the same.

4. It is further averred that aggrieved by the illegal withdrawal of funds from the bank account of the Partnership Firm by the two partners, Petitioner filed a petition under Section 9 of 1996 Act being O.M.P.(I) (COMM.) 258/2024 before the District Court and vide order dated 06.12.2024, the Court restrained Respondents from operating the bank account of MMI.

5. Learned counsel for the Petitioner submits that Partnership Deed dated 23.04.2007 contains Clause 12, which is an arbitration clause, whereby parties agreed to refer the *inter se* disputes for adjudication through the mechanism of arbitration. Disputes having arisen, Petitioner sent invocation notice dated 26.11.2024 to the Respondents under Section 21 of 1996 Act, nominating an Advocate as a Sole Arbitrator. By reply dated 05.01.2025, Respondents objected to the Arbitrator proposed by the Petitioner and suggested some other counsels to be appointed as the Arbitrator, which was not agreed to by the Petitioner. In this backdrop, learned counsel urges that since the existing of the arbitration agreement is



not in dispute and that is only the enquiry that can be conducted by a referral Court, there is no impediment in appointment of an Arbitrator by this Court.

6. Learned counsel for the Respondents, on instructions, fairly does not dispute the existence of the arbitration agreement in the Partnership Deed executed between the parties and consequently does not object to appointment of a Sole Arbitrator by the Court.

7. Indisputably, the Partnership Deed contains an arbitration clause, whereby parties agreed to refer and resolve the *inter se* disputes emanating from the Partnership Deed through the mechanism of arbitration. As a referral Court, this Court is only required to examine the existence of the arbitration agreement and/or whether the petition is barred by limitation.

[Ref.: SBI General Insurance Co. Ltd. v. Krish Spinning, 2024 SCC OnLine SC 1754].

8. Accordingly, with the consent of the parties, Ms. Shreya Mathur, Advocate (Mobile No. 8527080105), is appointed as the Sole Arbitrator to adjudicate the disputes between the parties. As agreed between the parties, arbitral proceedings will be held under the aegis of Delhi International Arbitration Centre ('DIAC') and as per its Rules. Fee of the Arbitrator shall be as per fee schedule under DIAC (Administrative Cost & Arbitrators' Fees) Rules 2018.

9. Learned Arbitrator shall give disclosure under Section 12 of the 1996 Act before entering upon reference.

10. 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.



11. Petition is disposed of in the aforesaid terms.

JULY 02, 2025/shivam

JYOTI SINGH, J