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

+ **ARB.P. 310/2025**

M/S SIS LIMITED

.....Petitioner

Through: Mr. Anupam Kishore Sinha, Mr.
Pradeep K. Tiwari, Mr. Apoorv Jha
and Mr. Sahitya Srivastava,
Advocates

versus

M/S LUMINOUS POWER TECHNOLOGIES PVT. LTD.

.....Respondent

Through: Mr Aruj Dhingra, Mr Nitin Pandey
Advocates with Mr H K Balajee, AR

CORAM:

HON'BLE MR. JUSTICE SUBRAMONIUM PRASAD

ORDER

14.02.2025

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I.A. 3912/2025 (Exemption)

Allowed, subject to all just exceptions.

ARB.P. 310/2025

1. The present petition has been filed under Section 11(6)(a) of the Arbitration and Conciliation Act, 1996 by the Petitioners seeking appointment of an Arbitrator to adjudicate upon the disputes which have arisen under the Security Services Agreement dated 18.08.2021. It is stated that duration of the said Agreement was for a period of two years. It is stated that pursuant to that a fresh Agreement dated 29.09.2023 was entered into between the Petitioner and the Respondent for the same purpose.
2. Disputes have arisen between the parties regarding payment for the services rendered by the Petitioner to the Respondent.



3. It is the case of the Respondent that in the Agreement dated 29.09.2023, there is no arbitration clause, meaning thereby, the parties have decided not to get their disputes adjudicated through arbitration.

4. Learned Counsel for the Petitioner submits that there are correspondences to indicate that the arbitration clause in the Agreement dated 18.08.2021 will also continue in the Agreement dated 29.09.2023.

5. This Court is not inclined to accept the argument of the learned Counsel for the Petitioner. The fact that the arbitration clause has been specifically excluded in the Agreement dated 29.09.2023 and also the fact that there is nothing in the Agreement dated 29.09.2023 which states that the contents of the Agreement dated 18.08.2021 would be read as a part of the Agreement dated 29.09.2023 or that in the absence of any correspondence to show that there is existence of arbitration agreement between the parties in the Agreement dated 29.09.2023, the provision of Section 7 of the Arbitration and Conciliation Act, 1996 is not satisfied.

6. However, for all the disputes that has arisen between the parties prior to 29.09.2023, the parties have decided to get their disputes adjudicated through arbitration in the Agreement dated 18.08.2021. The arbitration clause, which is Clause 17 of the Agreement dated 18.08.2021, reads as under:

“17. Arbitration

Any dispute, controversy or claim between the Parties hereto arising out of or in connection with this Agreement including any question regarding its existence, validity, interpretation, breach or termination, or any default of any obligation hereunder (“Dispute”) either during or after the Term, hereof,



shall be settled amicably by the Parties within 15 (fifteen) days of the receipt of the notice of the existence of a Dispute. In the event any Dispute cannot be resolved within 15 (fifteen) days from notice of the Dispute, either Party may refer the Dispute to be finally settled by arbitration in accordance with the Indian Arbitration and Conciliation Act, 1996 and the rules framed thereunder. The Arbitration proceedings shall be conducted by a sole arbitrator mutually appointed by the Parties. The venue and seat of arbitration shall be New Delhi and the arbitration proceedings shall be conducted in the English language.”

7. In connection therewith would indicate that during the interregnum when the Agreement came to an end by efflux of time and before the fresh Agreement is entered into, the disputes would be covered by the Agreement dated 18.08.2021.
8. It is stated that Ms. Kadambari Puri, Advocate, has already been appointed for adjudication of disputes between the parties.
9. Accordingly, Ms. Kadambari Puri, Advocate, (Mob. No.9811111892) is appointed as an Arbitrator to adjudicate upon the disputes in connection with the Agreement dated 18.08.2021 up till the date on which the new Agreement was entered into between the parties i.e., on 29.09.2023.
10. The arbitration would take place under the aegis of the Delhi International Arbitration Centre (DIAC) and would abide by its rules and regulations. The learned Arbitrator shall be entitled to fees as per the Schedule of Fees maintained by the DIAC.
11. The learned Arbitrator is also requested to file the requisite disclosure under Section 12(2) of the 1996 Act within a week of entering on reference.



12. All rights and contentions of the parties in relation to the claims/counter-claims are kept open, to be decided by the learned Arbitrator on their merits, in accordance with law.

13. Needless to say, nothing in this order shall be construed as an expression of this Court on the merits of the contentions of the parties.

14. The present petition stands disposed of in the above terms, along with pending application(s), if any.

SUBRAMONIUM PRASAD, J

FEBRUARY 14, 2025

S. Zakir