



\$~10

* **IN THE HIGH COURT OF DELHI AT NEW DELHI**
+ **ARB.P. 351/2025**
XS PRODUCTIONS INDIA PVT LTDPetitioner
Through: Mr. Rajiv Bakshi, Mr. Kajal Sharma &
Mr. Ram Pravesh Rai, Advs.

versus
CAPRIHANS INDIA LTDRespondent
Through: Mr. Nakul Grover, Adv.

CORAM:
HON'BLE MR. JUSTICE JASMEET SINGH

% **ORDER**
05.05.2025

1. This is a petition filed under Section 11 of the Arbitration and Conciliation Act, 1996, seeking appointment of an Arbitrator for adjudication of the disputes between the parties, arising out of the Work Contract #XSPL Bilcare_CPHI_2023_47 dated 21.09.2023.
2. The facts are that the respondent approached the petitioner for construction of exhibition Stall Bilcare at CPHI-2023 at Barcelona, Spain, which was held from 24.10.2023 to 26.10.2023 and thus, the Work Contract was executed between the parties.
3. The Work Contract contains an arbitration clause in Clause 6(iv), which is reproduced as under:

“6. Final Provisions

...

...

...

(iv) Dispute Resolution & Jurisdiction

Any dispute or difference arising out of or in connection with this Work Contract which cannot be settled amicably between the Parties shall be finally settled by Arbitration in



accordance with this Clause. The Arbitration shall be conducted in accordance with the provisions of the India Arbitration and Conciliation Act, 1996, as amended from time to time.

The venue for Arbitration shall be New Delhi and the proceedings shall be in the English language. The dispute between the parties shall be resolved by Sole Arbitrator to be appointed by mutual consent of both the parties. The party invoking the arbitration clause of this Work Contract may name a Sole Arbitrator and the other party shall communicate its consent or disapproval within 15 days of receipt of the said Notice but if no reply is received to the notice invoking arbitration, then, it shall be deemed that Sole Arbitrator named in the letter invoking arbitration is mutually agreed name and he shall be appointed as a Sole Arbitrator to resolve the dispute between the parties. In the event, the parties are not able to amicable agree on the name of Sole Arbitrator, then, aggrieved party shall approach the competent court for appointment of Sole Arbitrator as per law. The courts at Delhi, India shall have the jurisdiction to entertain any petition or proceedings under the provisions of Arbitration and Conciliation Act, 1996.”

4. The petitioner raised an invoice for the work done which were unpaid. Thereafter, the petitioner invoked arbitration vide Legal Notice dated 16.04.2024 and filed the present petition.



5. The petitioner also made a reference under Section 18 of the Micro, Small and Medium Enterprises Development Act, 2006 (*“the MSMED Act”*) before the facilitation council on 03.03.2024.
6. When the petition was filed, notice was issued and a reply has been filed by Mr. Grover, learned counsel for the respondent.
7. The primary objection in the said reply is that once the petitioner has invoked the mechanism under Section 18 of the MSMED Act, the present petition will not be maintainable.
8. Mr. Bakshi, learned counsel for the petitioner, has handed over a Communication dated 25.03.2025, wherein the application before the MSMED has been withdrawn by the petitioner.
9. Learned counsel for the respondent states that in view of the statement made by learned counsel for the petitioner, he has no objection to referring the dispute to the Arbitration by this Court.
10. I am satisfied there are disputes between the parties and the same needs to adjudicated through the arbitration mechanism.
11. For the said reasons, the petition is allowed and the following directions are issued:-
 - i) Mr. Abhishek, Adv. (Mob. No. 9910206525) 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 5, 2025/pk

Click here to check corrigendum, if any