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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**
+ **ARB.P. 359/2025**
BHARATI BHAWAN PUBLISHERS AND DISTRIBUTORS

.....Petitioner
Through: Mr. Nikhil Tripathi, Mr. Shoumik
Mazumdar, Ms. Sabhyata Sharma,
Advs.

versus

CHITWAN SHARMA PROPRIETOR OF KVS AGENCY
.....Respondent
Through: None

CORAM:
HON'BLE MR. JUSTICE JASMEET SINGH

% **ORDER**
01.05.2025

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.
2. On 30.10.2015, the petitioner and respondent executed an Agreement specifically for sale and purchase of books. The respondent placed several purchase orders and the petitioner delivered books based on the said purchase orders and raised bill of supply along with delivery chalans.
3. The said Agreement contained arbitration clause being Clause No. 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 Delhi.

4. Since the amounts were not paid, the petitioner invoked arbitration vide legal notice dated 14.10.2024 and thereafter, filed the present petition.
5. As per the respondent's profile annexed with the Agreement, the email id of the respondent is "kvsagency14@gmail.com".
6. As per the affidavit of service, the respondent has been served on the said email id.
7. I am satisfied that the respondent has been served. Despite service, there is nobody appearing on behalf of the respondent.
8. I am of the view that there are disputes pending between the parties which need to be resolved through arbitral mechanism.
9. For the said reasons, the petition is allowed and the following directions are issued:-
 - i) Mr. Syed Arham Masud (Advocate) (Mob. No. 9897067859) 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 1, 2025/sp

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