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

+ **ARB.P. 364/2025**

M/S AGRJA PAPERS PVT LTD

.....Petitioner

Through: **Mr. G.S. Gangwar, Advocate.**

versus

M/S PRIME PACKAGING INDUSTRIES

.....Respondent

Through: **None.**

CORAM:

HON'BLE MS. JUSTICE JYOTI SINGH

ORDER

19.08.2025

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1. This petition is filed by the Petitioner under Section 11(6) of Arbitration and Conciliation Act, 1996 ('1996 Act') for appointment of a Sole Arbitrator to adjudicate the disputes between the parties.

2. Case of the Petitioner, as set out in the petition is that Respondent approached the Petitioner in January, 2011 to purchase Kraft Papers traded by the Petitioner. Respondent placed several Purchase Orders telephonically on the Petitioner for supply of the said paper against which consignments were dispatched by the Petitioner and invoices were raised. However, outstanding payments were not made. Respondent did issue three cheques towards the discharge of part liability in September, 2024, however, the cheques were dishonoured on presentation. As per the Petitioner, a sum of Rs.43,45,073/- is due and payable to the Petitioner as in February, 2025. Petitioner invoked the arbitration clause by sending notice dated 13.01.2025 to the Respondent but there was no response and on expiry of 30 days from



the date of receipt of notice, Petitioner filed the present petition.

3. Notice was issued in the petition on 24.02.2025. As per office report, Respondent was served through e-mail on the given e-mail IDs. Notice was served through ordinary process by affixation on the door of the premises at the first address. Service could not be effected on the second address as the occupier had vacated the premises. In these circumstances, fresh notice was issued, returnable on 19.08.2025 i.e. today.

4. Affidavit of service has been filed by the Petitioner in which it is stated that notice has been served on the Respondent through Speed Post on 02.06.2025 as also through electronic mode. It is further stated that e-mails have not bounced. Tracking report as proof of service is appended to the affidavit. Matter has been called twice. There was no appearance on behalf of the Respondent on the first call. None appears on the second call. It is evident that Respondent is not interested in contesting the present petition and is accordingly set *ex parte*.

5. Invoices placed on record contain an arbitration clause envisaging reference of disputes to arbitration by a sole Arbitrator. There is no contest by the Respondent to this position. Accordingly, there is no impediment in appointment of an Arbitrator in light of the judgment of the Supreme Court in ***SBI General Insurance Co. Ltd. v. Krish Spinning, 2024 SCC OnLine SC 1754***, where the Supreme Court has held that referral Court will confine its inquiry into existence of an arbitration agreement as also whether the petition is barred by limitation under Article 137 of the Limitation Act, 1963. Notice of invocation has been given by the Petitioner on 13.01.2025, which has been duly received by the Respondent as indicated from the e-mail placed on record.



6. Accordingly, this petition is allowed appointing Mr. Eshan A. Chaturvedi, Advocate (Mobile No. 9560881887) as the Sole Arbitrator to adjudicate the disputes between the parties. Arbitral proceedings will be held under the aegis of Delhi International Arbitration Centre ('DIAC'). Fee of the Arbitrator shall be fixed as per fee schedule under DIAC (Administrative Cost & Arbitrators' Fees) Rules 2018.
7. Learned Arbitrator shall give disclosure under Section 12 of the 1996 Act before entering upon reference.
8. 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.
9. Petition is disposed of in the aforesaid terms.

JYOTI SINGH, J

AUGUST 19, 2025
S.Sharma/Shivam