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

+ **O.M.P.(I) (COMM.) 66/2025**

REINVENTATLANTIC PVT LTD

.....Petitioner

Through: Mr.Rupesh Kumar, Sr. Advocate with
Mr.Alekshendrea Sharma, Mr.A. Tyagi and
Mr.Maninder Singh, Advocates

versus

HANUNG TOYS AND TEXTILES LIMITED & ORS.

.....Respondents

Through: Mr.Pankaj Bhagat, Advocate with
AR Munish Mahajan

CORAM:

HON'BLE MR. JUSTICE MANOJ KUMAR OHRI

ORDER

% **25.02.2025**

I.A. 4890/2025 (exemption)

1. Allowed, subject to all just exceptions.
2. The application is disposed of.

O.M.P.(I) (COMM.) 66/2025

1. This petition has been filed under Section 9 of the Arbitration and Conciliation Act, 1996 (hereinafter, referred to as the '*A&C Act*'), the petitioner seeks interim measure in the context of amended scrap disposal tripartite agreement executed between the parties on 22.10.2024.
2. The petitioner claims that initially an agreement was entered into between respondent No.1 and respondent No.10 for disposal of the scrap. Eventually, owing to the inability of respondent No.10 to comply with its



obligations under the agreement, the subject tripartite agreement was entered into between the parties. Clause 9 of the Agreement dated 22.10.2024 read with Clause P of the initial scrap disposal agreement dated 08.08.2024, stipulates resolution of disputes through arbitration as governed under the A&C Act. Learned counsels for the parties jointly agree to the seat of arbitration being at Delhi.

3. Disputes having arisen between the parties, the petitioner invoked arbitration vide notice dated 21.01.2025 issued to the respondents under Section 21 of the A&C Act.

4. Learned counsel appearing for the respondents do not dispute either the subject Agreement or the jurisdiction of this court.

5. Learned counsels for the parties, on instructions, submit that the Arbitration Agreement not being denied, the disputes arising in the context of the subject Agreement be referred to the Arbitral Tribunal comprising of a sole arbitrator and the present petition itself be treated as an application under Section 17 of the A&C Act.

6. After some arguments, learned counsel for the respondents, on instructions, submits that no third-party rights will be created to the extent of the scrap material in terms of the aforesaid agreements which is lying at the respondents' premises till the application under Section 17 is taken up for consideration by the Arbitral Tribunal. The parties shall be at liberty to seek continuation/modification/variation/recall of the statement made in court today before the Arbitral Tribunal.

7. In view thereof, the present application is disposed of with the following directions:

i) The disputes between the parties under the said agreement are referred



to the Arbitral Tribunal. The present application be treated as one under Section 17 of the A&C Act.

ii) Mr. Justice G. S. Sistani, former Judge at High Court of Delhi (Mob. No. 9871300034) is appointed as the Sole Arbitrator to adjudicate the disputes between the parties.

iii) The arbitration will be held under the aegis of the Delhi International Arbitration Centre, Delhi High Court, Sher Shah Road, New Delhi (hereinafter, referred to as the 'DIAC'). The remuneration of the learned Arbitrator shall be in terms of DIAC (Administrative Cost and Arbitrators' Fees) Rules, 2018 or as the parties may agree.

iv) The learned Arbitrator shall furnish a declaration in terms of Section 12 of the A&C Act prior to entering into the reference.

v) It is made clear that all the rights and contentions of the parties, including on the existence and validity of the Arbitration agreement, arbitrability of any of the claim/counter claim, any other preliminary objection, need and legality of interim relief, as well as contentions on merits of the dispute by 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, upon which the application shall be taken up for consideration at the earliest possible date.

MANOJ KUMAR OHRI, J

FEBRUARY 25, 2025

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