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

+ **ARB.P. 422/2025**

SHAILENDRA MOHAN MISHRA

.....Petitioner

Through: Mr. Nishant Das, Ms. Aatrayi Das,
Ms. Jyoti Jha, Advs.

versus

MR ANIL KUMAR

.....Respondent

Through: Mr. Ashutosh Dubey, Ms. Rajshri
Dubey, Mr. Abhishek Chauhan and Mr. Amit P
Shahi, Advs.

CORAM:

HON'BLE MR. JUSTICE JASMEET SINGH

ORDER

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01.08.2025

1. This is a petition filed under Section 11 of the Arbitration and Conciliation Act, 1996, seeking appointment of an arbitrator for adjudication of disputes between the parties arising out of the Deed of Partnership dated 19.03.2019.
2. The brief facts of the case are that the petitioner is involved in the business of travel industry.
3. On 19.03.2019, the petitioner and the respondent entered into a Deed of Partnership to establish and operate a travel business under the name of M/s Shanti World Tours.
4. The Partnership Deed contains an arbitration clause being clause 17



which reads as under:-

“17. That in case of any dispute or difference of opinion arising between the parties the same shall be settled through Arbitration under the Indian Arbitration Act then in force.”

5. Since there were disputes between the parties, the petitioner invoked arbitration *vide* legal notice dated 06.11.2024 and thereafter filed the present petition.
6. Mr. Dubey, learned counsel for the respondent, admits the existence of the arbitration clause. However, he states that the parties are also amenable to settling their disputes through mediation.
7. Mr. Das, learned counsel for the petitioner, has no objection to the same.
8. Hence, a reasonable time will be given to the parties to explore mediation before arbitration.
9. For the said reasons and in view of the statements given by the learned counsels for the parties, the present petition is allowed and the following directions are issued:-
 - i) Mr. Vineet Dhanda (Advocate) (Mob. No. 9811013810) 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 learned arbitrator will enter the reference after 12 weeks from today to enable the parties to explore the possibility of a mediated settlement.
10. The matter be listed before the Delhi High Court Mediation and Conciliation Centre on 08.08.2025 at 4:30 p.m.
11. The present petition is disposed of in the aforesaid terms.

JASMEET SINGH, J

AUGUST 1, 2025 / (MS)