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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**
+ **ARB.P. 482/2025**
HARVINDER SINGH

.....Petitioner

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

versus

HARMANDEEP SINGH TALWAR AND ANR

.....Respondents

Through: None

CORAM:
HON'BLE MR. JUSTICE JASMEET SINGH

ORDER
22.07.2025

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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 a Partnership Agreement dated 01.04.2022.
2. The brief facts are that the petitioner and the respondents were partners and were running partnership business under the name and style of "Fire Door" which was operating a restaurant under the brand "II-MAN BAR-BE-QUE." The share of the petitioner was 35%.
3. The partnership deed contains an arbitration clause being clause 17 which reads as under:-

"17. That any dispute or difference of opinion that may arise among the partners or their legal representatives or heirs with regard to this Partnership Deed or to any other matter relevant to the firm or agreement that shall be referred to an arbitrator by common agreement of all the



partners as per The Arbitration & Conciliation Act, 1997 or any other Act at that time in force. The written award of the Arbitrator shall be final and binding on all the partners.”

4. Since there were disputes between the parties, the petitioner invoked arbitration *vide* legal notice dated 04.09.2024.
5. The respondent No. 1 has been served through WhatsApp and email, whereas the respondent No. 2 has refused the summons (as per service report).
6. To my mind, that is sufficient service on respondent No. 2. Despite service, there is no nobody appearing on behalf of the respondent Nos. 1 and 2.
7. I am satisfied that there are disputes existing between the parties and the disputes are covered within the purview of the arbitration clause.
8. For the said reasons, the petition is allowed and the following directions are issued:-
 - i) Mr. Harpreet Singh (Advocate) (Mob. No. 9811253531) 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 petitioner shall approach the learned Arbitrator within two weeks from today.
9. The present petition is disposed of in the aforesaid terms.

JULY 22, 2025/ (MS)

JASMEET SINGH, J