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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**
+ **ARB.P. 624/2025**

JAI PRAKASH

.....Petitioner

Through: Mr.Rahul Jain and Mr.Prakhar Mani
Tripathi, Advocates

versus

OKINAWA AUTOTECH PRIVATE LIMITEDRespondent

Through: Mr.Anurag Bhat and Aaditya,
Advocates

CORAM:

HON'BLE MS. JUSTICE MANMEET PRITAM SINGH ARORA

ORDER

% **01.05.2025**

1. This petition has been filed under Section 11(6) of the Arbitration & Conciliation Act, 1996 ('A&C Act') seeking appointment of a Sole Arbitrator to adjudicate the disputes that have arisen between the parties.
2. It is stated in the petition that the disputes between the parties emanate from Dealership Agreement dated 29.08.2019. The arbitration clause is contained in Clause 36 of the aforesaid agreement. The relevant clause reads as under:

"36.1 In case of any dispute, claims or difference whatsoever arising between the Parties out of or relating to this Agreement or the validity or the breach of terms and conditions thereof, including all aspects governing the interpretation and enforcement of this Agreement and other documentation pursuant hereto, the same shall be settled amicably by the Parties. Failing such settlement, the same shall be referred to a sole Arbitrator, to be appointed by the Managing Director/Chief Executive Officer of OAPL for arbitration, as per the provisions of the Arbitration & Conciliation Act, 1996, as amended and the award passed by such sole Arbitrator shall be final and binding on the Parties.



36.2 It is a term of this Agreement that in the event of such an Arbitrator to whom the matter has been originally referred is unable to act for any reason including but not limited to health reason, the Managing Director/Chief Executive Officer of OAPL shall appoint another person to act as Arbitrator. Such person shall be entitled to proceed with the reference from the Stage at which it was left by his predecessor.

36.3 The Venue of Arbitration Proceedings shall be New Delhi, and shall be conducted in English. The clause 36.1, 36.2 and 36.3 shall survive even after expiry/termination of the Agreement so long as the disputes if any amongst the PARTIES in relation to this Agreement are not resolved in terms of this clause.”

3. It is stated that the Petitioner due to existing disputes between the parties, issued a notice invoking arbitration under Section 21 of the A&C Act to the Respondent on 24.09.2024.

4. Learned counsel for the Petitioner states that the amended memo of parties has been filed in terms of the order dated 15.04.2022.

The said amended memo is not on record. Therefore, the Petitioner is directed to have it placed on record within one (1) week.

5. Notice in this petition was issued to the Respondents vide order dated 15.04.2025.

6. Mr. Anurag Bhat, learned counsel, enters appearance on behalf of the Respondent. He states that the name of the Respondent has changed and he refers to name change certificate dated 06.05.2022. A copy of the same has been handed over to the counsel for the Petitioner.

7. He further states that, in view of the fact that the value of the claim raised in the petition is a nominal sum of Rs.7 lacs, he has instructions to propose mediation before parties go for legal process of arbitration proceedings.



Learned counsel for the Petitioner is agreeable to this suggestion of mediation.

8. Accordingly, with the consent of parties, the parties are referred to the Delhi High Court Mediation & Conciliation Centre ('DHMCC') on **13.05.2025 at 3:30 p.m.**

9. Moreover, since the existence of arbitration agreement is not in dispute, the parties are referred to the Delhi International Arbitration Centre ('DIAC') for arbitration, under the aegis of DIAC. However, keeping in view the reference to mediation, DIAC is directed to postpone the appointment of an Arbitrator until 31.07.2025.

10. The Mediator shall send its file report to the DIAC on or before 25.07.2025.

11. It is directed that in case parties have not settled the matter in mediation, the DIAC shall proceed to appoint an Arbitrator forthwith preferably before 31.07.2025 and the preliminary hearing will be held on **29.08.2025 at 10:30 a.m.** at the DIAC and before the Sole Arbitrator.

12. Since the parties have advance notice of the dates before the DIAC, no further notice need be issued to them by DIAC.

13. With the aforesaid directions, the petition stands disposed of.

14. Copy of the order be sent to the DIAC and Mediation Centre.

MANMEET PRITAM SINGH ARORA, J

MAY 1, 2025/SV/AKP

Click here to check corrigendum, if any