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

+ **ARB.P. 645/2025 & I.A. 10081/2025**

RASTAL GmbH CO. KG

.....Petitioner

Through: Mr. Samridhh Bindal, Ms. Srishti
Dhoundiyal, Mr. Vikash Kumar,
Advs.

versus

B9 BEVERAGES LIMITED

.....Respondent

Through: Mr. Rohit Bharadwaj and Mr. Shiv
Nath Sawhney

CORAM:

HON'BLE MR. JUSTICE SUBRAMONIUM PRASAD

ORDER

23.07.2025

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1. The present petition has been filed under Section 11(6) of the Arbitration and Conciliation Act, 1996 by the Petitioner seeking appointment of an Arbitrator to adjudicate upon the disputes between the Parties.
2. The facts of the case reveal that the Respondent had approached the Petitioner for procuring customized Glass-Craft Master Two B 47-3cl glasses, specifically designed for the Respondent. It is stated that two Purchase Orders were issued by the Respondent to the Petitioner on 27.04.2023 and 09.05.2023. Disputes have arisen regarding payments for the 189,000 units delivered by the Petitioner to the Respondent.
3. Clause 16 of the Purchase Orders contains the arbitration clause. Clause 16 reads as under:



“16.ARBITRATION AND JURISDICTION: In the event of any dispute arising in respect of this Purchase Order, SELLER representatives shall attempt to resolve such dispute within fifteen (15) days of either of us giving notice to the other party of such dispute. All disputes arising out of or in connection with this Purchase Order (Agreement), which cannot be resolved amicably as mentioned above, shall be finally settled exclusively by arbitration as per the Arbitration and Conciliation Act, 1996. The Arbitrator shall be appointed Jointly. The venue of arbitration shall be New Delhi (India).”

4. The arbitration clause specifically states that the venue of the arbitration shall be at New Delhi. There is no counter allegation that the parties have decided that the seat of the arbitration shall be at any other place other than New Delhi. This Court, therefore, has the jurisdiction to entertain the present petition.

5. It is stated that a notice under Section 21 of the Arbitration and Conciliation Act, 1996 invoking arbitration was sent by the Petitioner to the Respondent on 30.12.2024 claiming the outstanding amount. It is stated that since no response to the said notice has been received from the Respondent, the Petitioner has filed the present petition seeking appointment of an Arbitrator.

6. An attempt was also made to settle the disputes amicably between the parties, however, the attempt has failed.

7. In view of the fact that disputes have arisen between the parties and there is an arbitration clause, this Court is inclined to appoint an Arbitrator to adjudicate upon the disputes between the parties.

8. Accordingly, Ms. Barkha Gupta, Former District Judge, (Mob. No.



9910384753) is appointed as the Arbitrator to adjudicate upon the disputes between the Parties.

9. The arbitration would take place under the aegis of the Delhi International Arbitration Centre (DIAC) and would abide by its rules and regulations. The learned Arbitrator shall be entitled to fees as per the Schedule of Fees maintained by the DIAC.

10. The learned Arbitrator is also requested to file the requisite disclosure under Section 12(2) of the Arbitration and Conciliation Act, 1996 within two weeks of entering on reference.

11. All rights and contentions of the parties in relation to the claims/counter-claims are kept open, to be decided by the learned Arbitrator on their merits, in accordance with law.

12. Needless to say that all the observations made in the Order are in the context of appointment of an Arbitrator and nothing in this order shall be construed as an expression of this Court on the merits of the case.

13. The present petition stands disposed of in the above terms along with pending application(s), if any.

SUBRAMONIUM PRASAD, J

JULY 23, 2025

S. Zakir