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

+ **ARB.P. 673/2025**

SANGHVI MOVERS LIMITED

.....Petitioner

Through: Ms. Niyati Kohli and Mr. Pratham
Vir Agarwal, Advocates.

versus

PADAM SHARMA & ANR.

.....Respondents

Through: Respondent no.1 in person.

CORAM:

HON'BLE MR. JUSTICE AMIT BANSAL

ORDER

% **05.08.2025**

1. This is a petition filed under Section 11(6) of the Arbitration and Conciliation Act, 1996 [hereinafter 'the Act'] seeking appointment of a Sole Arbitrator for adjudication of the disputes between the parties arising out of the Work Order dated 4th December, 2020.
2. The arbitration clause is the 'Dispute Resolution' clause in the Work Order dated 4th December, 2020. The said arbitration clause is set out below:

“DISPUTE RESOLUTION In case of any dispute, an attempt shall be made to resolve the dispute amicably between the two parties. Furthermore, in case any dispute arises relating to the interpretation of any of the terms and conditions of the present work order, then the same shall be referred for arbitration by Sole Arbitrator, to be appointed by AMIGO CONNECT, whose decision shall be final and binding on both the parties. Such a dispute shall be solely adjudicated upon by the Sole Arbitrator so appointed. Such arbitration shall take place in Delhi in accordance with the provisions of the Arbitration and Reconciliation Act 1996 and the language of the arbitration proceedings shall be English.”



3. Ms. Niyati Kohli, counsel appearing on behalf of the petitioner, states that since there were disputes between the parties, the petitioner sent a notice dated 13th January, 2024 for invocation of arbitration. She states that since the respondents did not respond to the notice dated 13th January, 2024, the petitioner was constrained to file the present petition.

4. On the last date i.e. 11th July, 2025, the respondent no.1 entered appearance in person and sought time to engage an advocate. Today also, the respondent no.1 seeks an adjournment on the same ground.

5. Since the existence of the arbitration clause is not disputed by the respondents, this Court is not inclined to grant any further adjournment.

6. In terms of the above, the present petition is allowed and the dispute between the parties under the Agreement is referred to the Arbitral Tribunal comprising of a Sole Arbitrator. The following directions are issued in this regard:

a. Mr. Kamal Kumar, Advocate (Mobile No.: +91-9650099833) is appointed as a Sole Arbitrator to adjudicate the disputes between the parties.

b. The Arbitrator is requested to furnish a declaration in terms of Section 12 of the Act prior to entering into the reference. In the event there is any impediment to the Arbitrator's appointment on that count, the parties are given liberty to file an appropriate application before this Court.

c. The remuneration of the Arbitrator shall be in terms of Schedule IV of the Act.

d. The parties shall approach the Arbitrator within two (2) weeks from today.



7. It is made clear that all the rights and contentions of the parties, including preliminary objections with regard to limitation and/ or arbitrability of any of the claims as well as claims/ counter-claims of either of the parties on the merits of the dispute including the defence of the respondents that no amount is due and payable to the petitioner, are left open for adjudication by the Arbitrator.
8. The petition stands disposed of in the aforesaid terms.
9. All pending applications stand disposed of.
10. Needless to state, nothing in this order shall be construed as an expression of this Court on the merits of the case.

AMIT BANSAL, J

AUGUST 5, 2025

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