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

+ **ARB.P. 617/2024**

BIGFOOT RETAIL SERVICES PVT. LTD.Petitioner

Through: **Mr. Akshay Goel, Adv.**

versus

ANKA SUMMOR FOODS PVT LTD & ORS.Respondents

Through: **Mr. Atul Madhavan, Adv.**

CORAM:

HON'BLE MR. JUSTICE JASMEET SINGH

ORDER

03.04.2025

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1. This is a petition under Section 11(6) of the Arbitration and Conciliation Act, 1996, seeking appointment of an Arbitrator to adjudicate the dispute between the parties.
2. Since July, 2021, the petitioner has been providing warehouse services to respondent No. 1 and has been raising monthly invoices for the services so rendered.
3. Respondent No.1 through the respondent No.3 had entered into a Warehouse Services Agreement dated 20.07.2021 with M/ s Glaucus Supply Chain Solutions Pvt. Ltd., which has now amalgamated with the petitioner and the Respondent No.1 and the Petitioner entered into a Warehouse Services Agreement on 01.05.2022
4. Clause 15 of the said Agreement contains an Arbitration Clause, which reads as under:



“15 DISPUTE RESOLUTION

All disputes arising out of or in relation to this Agreement, including any question regarding its existence, validity or termination, which cannot be amicably resolved by the Parties within 15 (fifteen) days of being brought to their attention, shall be settled by arbitration governed by the provisions of Arbitration and Conciliation Act, 1996 and conducted by a sole arbitrator to be appointed by the Service Provider. The venue/seat of Arbitration shall be Delhi and the language of arbitration shall be English. A dispute shall be deemed to have arisen when either Party notifies the other Party in writing to that effect.”

5. Since there were disputes between the parties, the petitioner invoked arbitration *vide* Legal Notice dated 08.03.2024.
6. It is stated that respondent no. 2 has expired on 31.01.2025.
7. Mr. Madhavan, learned counsel appears for the respondent and states that as long as all the legal contentions including the right to file counter-claim are left open, he has no objection to appointment of an Arbitrator.
8. For the said reasons, the petition is allowed and the following directions are issued:-
 - vii) Mr. Varun Kumar Chopra, Advocate (Mobile No. 09811851711) is appointed as a Sole Arbitrator to adjudicate the disputes between the parties.
 - viii) The arbitration will be held under the aegis of the Delhi



- International Arbitration Centre, Delhi High Court, Sher Shah Road, New Delhi (hereinafter, referred to as the ‘DIAC’).
- ix) The remuneration of the learned Arbitrator shall be in terms of DIAC (Administrative Cost and Arbitrators’ Fees) Rules, 2018.
 - x) The learned Arbitrator is requested to furnish a declaration in terms of Section 12 of the Act prior to entering into the reference.
 - xi) 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.
 - xii) The parties shall approach the learned Arbitrator within two weeks from today.
9. The present petition is disposed of in the aforesaid terms.

JASMEET SINGH, J

APRIL 3, 2025/pk

Click here to check corrigendum, if any