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

+ **ARB.P. 740/2025**

M/S LIVFAST BATTERIES PRIVATE LIMITEDPetitioner

Through: **Mr. Amulya Dhingra and Mr. Utkarsh Singh, Advocates**

versus

M/S PARKASH ELECTRIC HOUSERespondent

Through: *Appearance not given.*

CORAM:

HON'BLE MR. JUSTICE SUBRAMONIUM PRASAD

ORDER

19.11.2025

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1. The present petition has been filed under Section 11 of the Arbitration and Conciliation Act, 1996 by the Petitioner seeking appointment of an Arbitrator to adjudicate upon the disputes which have arisen between the parties under a Distributorship Agreement dated 01.11.2018 (*hereinafter referred to as "Agreement"*).
2. Notice was issued in the petition on 28.07.2025.
3. Learned Counsel for the Respondent states that that the Respondent has not signed the Agreement and, therefore, the Respondent cannot be a party to the arbitration. The issue as to whether the Respondent has signed the Agreement or not or the signature of the Respondent has been forged or not are all matters which are to be decided by the Arbitrator on the basis of material adduced by both sides before the Arbitrator.
4. Clause 21.1 of the Agreement dated 01.11.2018 contains an arbitration clause. Clause 21.2 of the Agreement indicates that the place of the arbitration shall be at Delhi and there is no contradiction to show that the place of arbitration shall be at any other place other than Delhi. A notice



dated 23.12.2024 under Section 21 of the Arbitration and Conciliation Act, 1996 was sent by the Petitioner to the Respondent invoking Arbitration and claiming a sum of Rs.52,27,617/- which according to the Petitioner is due and payable by the Respondent.

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

6. Accordingly, Mr. Varun Tandon, Advocate (Mob. No.9818899988) is appointed as the Sole Arbitrator to adjudicate upon the disputes between the parties.

7. 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.

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

9. 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.

10. Needless to say, nothing in this order shall be construed as an expression of this Court on the merits of the contentions of the parties.

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

SUBRAMONIUM PRASAD, J

NOVEMBER 19, 2025

S. Zakir