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IN THE HIGH COURT OF DELHI AT NEW DELHI

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ARB.P. 749/2025

HIND TERMINALS PRIVATE LIMITEDPetitioner

Through: Adv. Hardik Maurya, Adv.
Savyasachi K. Sahai, Adv.
Madhumita Bagchi, Adv. Akash
Yadav

versus

M/S SRI EXPORT CO.Respondent

Through: Mr. Anirban S. Mukherjee
(respondent in person)

CORAM:

HON'BLE MR. JUSTICE JASMEET SINGH

ORDER

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11.11.2025

1. This is a petition filed under Section 11 of the Arbitration and Conciliation Act, 1996 seeking appointment of an Arbitrator to adjudicate disputes arising out of the contract dated 20.08.2021, as extended on 01.04.2022 for a further period of 1 year, executed between the parties.
2. The brief facts of the case are that the respondent entered into a contract with the petitioner on 20.08.2021, for availing the services of storage of its products at the warehouse. The same was extended by a Contract dated 01.04.2022 for a period of one year.
3. It is the case of the petitioner that the respondent began defaulting in clearing invoices from 15.07.2022 and continued to retain its products in the warehouse even after expiry of the contract leading to substantial outstanding dues.



4. The Contract contains an Arbitration Clause which is Clause 10 and the same reads as under:

“10. Dispute Resolution and Arbitration: - In the event of any dispute or difference between the parties arising howsoever from this contract, the same shall, unless amicably settled, be referred to the sole arbitrator, to be appointed by HTPL. The decision of the arbitrator shall be final and binding to both the parties. The arbitration proceedings shall take place in Delhi. This is an arrangement for arbitration within the meaning of Indian Arbitration Act 1996 including any statutory re-enactment or modification thereof.”

5. Since there were disputes with regard to the outstanding payments, the petitioner invoked arbitration vide legal notice dated 07.03.2025 and thereafter filed the present petition.
6. The parties were referred to mediation; however, the mediation process has failed.
7. Mr. Mukherjee, the respondent appearing in person, states that he is in a financially weak position and would not be able to pay for the arbitrator's fee or engage a counsel.
8. Mr. Rahul Sagar Sahai (Advocate), (Mob. No. 9958867445) who is present in Court has very kindly consented to appear for the respondent pro bono.
9. The Court appreciates the gesture of Mr. Sahai, learned counsel.
10. The respondent shall contact Mr. Sahai to proceed further



with the arbitration proceedings.

11. The fee of the arbitration in the first instance shall be paid by the petitioner and in case the petitioner succeeds, the share of the respondent shall form part of the cost to be awarded to the petitioner.
12. For the said reasons, the petition is allowed and disposed of with the following directions:
 - i) Mr. Rajat Joseph, Advocate (Mob. No. 9818451155) is appointed as a Sole Arbitrator to adjudicate the disputes between the parties.
 - ii) The arbitration will be held under the aegis and rules of the Delhi International Arbitration Centre, Delhi High Court, Sher Shah Road, New Delhi (hereinafter, referred to as the 'DIAC').
 - iii) The remuneration of the learned Arbitrator shall be in terms of DIAC (Administrative Cost and Arbitrators' Fees) Rules, 2018.
 - iv) The learned Arbitrator is requested to furnish a declaration in terms of Section 12 of the Act prior to entering into the reference.
 - v) 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.
 - vi) The parties shall approach the learned Arbitrator within two



weeks from today.

JASMEET SINGH, J

NOVEMBER 11, 2025/DM