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

+ O.M.P.(I) (COMM.) 177/2025

SANJOGITA AGGARWAL

.....Petitioner

Through: Mr. Naveen Kumar, Advocate.

versus

RAVI SHANKER AND ORS.

.....Respondents

Through: Mr. J.P. Sengh, Senior Advocate with
Mr. Deep Dhamija and Ms. Santoshi Yadav,
Advocates for R-1 to 4 with R-1 to 3 in person.

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+ O.M.P.(I) (COMM.) 189/2025

RAVI SHANKER@ RAVI SHANKER AGARWAL & ORS.

.....Petitioners

Through: Mr. J.P. Sengh, Senior Advocate with
Mr. Deep Dhamija and Ms. Santoshi Yadav,
Advocates with Petitioners in person.

versus

SANJOGITA AGARWAL

.....Respondent

Through: Mr. Naveen Kumar, Advocate.

CORAM:

HON'BLE MS. JUSTICE JYOTI SINGH

ORDER

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29.05.2025

I.A. 12413/2025 (Exemption) in O.M.P.(I) (COMM.) 177/2025

I.A. 12963/2025 (Exemption) in O.M.P.(I) (COMM.) 189/2025

1. Allowed, subject to all just exceptions.

2. Applications stand disposed of.

O.M.P.(I) (COMM.) 177/2025 & O.M.P.(I) (COMM.) 189/2025 & I.A. 12962/2025 (Stay)

3. These cross-petitions are filed on behalf of the respective parties under Section 9 of the Arbitration and Conciliation Act, 1996 ('1996 Act') seeking multiple reliefs.



4. Issue notice.
5. Learned counsels, as above, accept notice on behalf of the respective parties.
6. Parties are closely related to each other and the disputes largely centre around a Partnership Firm originally founded by late Sh. Arun Kumar Agarwal, husband of Smt. Sanjogita Agarwal and Smt. Rukmani Devi, the mother of Smt. Sanjogita Agarwal vide Partnership Deed dated 10.09.1975. Sh. Arun Kumar Agarwal passed away on 17.10.2024 leaving behind his wife and one son. A new Partnership Firm was constituted on 11.11.2024, effective from 17.10.2024 with new Partners.
7. During the course of hearing before this Court, Smt. Sanjogita Agarwal has been appearing virtually while other Partners have been physically present. Efforts were made to reconcile the differences between the parties, which have been resolved to some extent. However, some disputes would require a structured adjudication. The Partnership Deed contains an arbitration clause 19 which reads as follows:-

“19. That any dispute or difference which may arise between the partners or their representatives with regard to the construction, meaning and effect of this deed or any part hereof, the business and its rights and liabilities of the partners under the deed of dissolution or winding up of the business or any other matter relating to the firm shall be referred to the arbitrators agreeable to both the parties”.

8. On instructions from the respective parties, Mr. J.P. Sengh, learned Senior Counsel and Mr. Naveen Kumar, Advocate submit that in view of the arbitration clause, parties be referred for arbitration before a Sole Arbitrator to be appointed by this Court so that the disputes can be adjudicated. It is also submitted by Mr. Sengh that drug license of the Partnership Firm is to be renewed for which No Objection is required from Smt. Sanjogita



Agarwal and therefore, there is an urgency in the matter. Parties propose that a Senior Advocate be appointed as a Sole Arbitrator.

9. Accordingly, with the consent of the parties, these petitions are disposed of appointing Ms. Tamali Wad, Senior Advocate (Mobile No. 9810025306) as the Sole Arbitrator to adjudicate the disputes between the parties. Arbitral proceedings will be held under the aegis of Delhi International Arbitration Centre ('DIAC') and as per its Rules. Fee of the Arbitrator shall be as per fee schedule of DIAC (Administrative Cost & Arbitrators' Fees) Rules 2018.

10. Learned Arbitrator shall give disclosure under Section 12 of the 1996 Act before entering upon reference.

11. Since there is an urgency in the matter, it is directed that these petitions will be treated as applications under Section 17 of the 1996 Act. Learned Arbitrator is requested to take up the applications for consideration as expeditiously as possible on entering upon reference, preferably in the early part of June, 2025.

12. Registry is directed to transmit the digital files of these petitions to the learned Arbitrator.

13. It is made clear that this Court has not expressed any opinion on the merits of the case and all rights and contentions of the respective parties are left open.

14. Petitions along with pending application are disposed of in the aforesaid terms.

JYOTI SINGH, J

MAY 29, 2025
S.Sharma/shivam