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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**
+ **ARB.P. 725/2024**
SHUBHAM JAINPetitioner
Through: Mr Hemdeep Moran, Advocate

versus

PARVEEN RANARespondent
Through: Mr.Santosh Kumar Singh, Advocate

CORAM:
HON'BLE MR. JUSTICE MANOJ KUMAR OHRI

ORDER
21.02.2025

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1. By way of present petition filed under Section 11(6) of the Arbitration and Conciliation Act, 1996 (hereinafter, referred to as the 'A&C Act'), the petitioner seeks appointment of Arbitral Tribunal comprising of a Sole arbitrator, to adjudicate upon the disputes between the parties.
2. Learned counsel for the petitioner submits that the parties entered into a Partnership Deed dated 12.09.2023, Clause 22 whereof provides that disputes with respect to the Agreement shall be resolved through arbitration, to be held in accordance with provisions of the A&C Act.
3. Disputes having arisen between the parties, the petitioner invoked arbitration vide notice dated 17.02.2024, issued under Section 21 of the A&C Act.
4. Learned counsel for the respondent, who has joined the proceedings through VC, submits that without prejudice to his rights and contentions, the answering respondent is agreeable to exploring the possibility of an amicable settlement. Accordingly, it is prayed that the matter be referred to



mediation in the first instance.

5. Learned counsel for the petitioner also accedes to the above proposal.

6. At this stage, learned counsel for the petitioner prays that in case of failure to arrive at an amicable settlement between the parties, the matter may be referred to arbitration.

7. Learned counsel for respondent, on instructions, fairly submits that the respondent has no objection to the matter being referred to the Arbitral Tribunal comprising of a Sole Arbitrator, in case of failure to reach an amicable settlement.

8. In light of the above submissions, list the matter before *Samadhan*, Delhi High Court Mediation & Conciliation Centre on 04.03.2025.

9. In case no settlement is arrived at between the parties within a period of four weeks, extendable by a further period of four weeks with the consent of the parties, the matter shall stand referred to the arbitration. In view of the above, the present petition is disposed of with the following directions:

i) The disputes between the parties under the said agreement will stand referred to the Delhi International Arbitration Centre, Delhi High Court, Sher Shah Road, New Delhi (hereinafter, referred to as the 'DIAC') if the parties are unable to reach an amicable settlement within 4 weeks from the date of hearing before *Samadhan*, Delhi High Court Mediation & Conciliation Centre, extendable by a further period of four weeks with the consent of the parties.

ii) Accordingly, DIAC shall nominate the Sole Arbitrator to adjudicate the disputes between the parties, if so referred.

iii) The arbitration will be held under the aegis of DIAC. The remuneration of the learned Arbitrator shall be in terms of DIAC



(Administrative Cost and Arbitrators' Fees) Rules, 2018 or as the parties may agree.

iv) The learned Arbitrator shall 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 on the existence and validity of the Arbitration agreement, arbitrability of any of the claim/counter claim, any other preliminary objection, need and legality of interim relief, as well as contentions on merits of the dispute by either of the parties including of limitation, are left open for adjudication by the learned arbitrator.

vi) The parties shall approach DIAC within two weeks thereafter, in case of failure to reach an amicable settlement.

MANOJ KUMAR OHRI, J

FEBRUARY 21, 2025

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