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

+ **ARB.P. 910/2023**

M/S BILT GRAPHIC PAPER PRODUCTS LTD.Petitioner

Through: Ms. Usha Srivastava, Adv.

versus

SHEKHAR KHARBE

.....Respondent

Through: None

CORAM:

HON'BLE MR. JUSTICE ANISH DAYAL

ORDER

12.03.2025

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1. As noted in order of the Joint Registrar dated 3rd March 2025, respondent stands served through E-mail. Affidavit of service has also been filed. However, no one appears on behalf of respondent, despite service.
2. This petition has been filed under Section 11(6) of the Arbitration and Conciliation Act, 1996 ("**A&C Act**"), seeking appointment of Sole Arbitrator to adjudicate the disputes between the parties arising out of *Work Order* dated 17th March 2020 and *Service Order* dated 30th June 2020.
3. The arbitration clause is contained in *Clause 18* of the *Work Order* as per which seat and venue of arbitration is '**Delhi**'. As per *clause 19*, the contract is subject to jurisdiction of courts in New Delhi exclusively.
4. Counsel for petitioner states that claim is in the range of about *Rs.35 lakhs*.
5. Since there were disputes between the parties, petitioner invoked arbitration *vide* notice dated 10th April 2023.



6. It is stated that despite petitioner's request, the respondents did not consent to appointment of the Sole Arbitrator, as per the aforementioned Clause.

7. The Supreme Court in *Fugro Survey (India) (P) Ltd. v. Ramunia International Services Ltd.* (2012) 10 SCC 752 and *Suprema Inc. v. 4G Identity Solutions (P) Ltd.* (2015) 13 SCC 122, and this Court in, *Energy Efficient Services Ltd. v. Merry Gold Enterprises* 2023 SCC OnLine Del 2365 and *Aditya Birla Finance Ltd. v. Anjali Nag* 2024 SCC OnLine Del 2568, in similar situations, where the respondents did not appear before the Courts despite issuance of notice and service being affected upon them, proceeded *ex-parte* against such respondents and appointed the arbitrator.

8. Upon a conspectus of the averments contained in the petition and the submissions made, this Court is of the opinion that there is a valid and subsisting arbitration agreement between the parties, within the territorial jurisdiction of this Court, the disputes stated to have arisen between the parties do not appear *ex facie* to be non-arbitrable.

9. Considering the aforesaid, the petition is allowed. The following directions are issued:

- i) *Mr. Febin Mathew*, Advocate (Mob. No. 9953418874) is appointed as a Sole Arbitrator to adjudicate the disputes between the parties.
- ii) The arbitration will be held under the aegis of the Delhi International Arbitration Centre, Delhi High Court, Sher Shah Road, New Delhi ('DIAC'). The remuneration of the Arbitrator shall be in terms of the Fourth Schedule of the A&C Act.
- iii) The Sole Arbitrator is requested to furnish a declaration in terms of Section 12 of the A&C Act prior to entering into the reference.



iv) It is made clear that all the rights and contentions of the parties, including the arbitrability/maintainability of any of the claim, any other preliminary objection, as well as claims on merits of the dispute by either of the parties are left open for adjudication by the Sole Arbitrator.

v) The parties shall approach the Sole Arbitrator within two weeks from today.

10. The petition is disposed of.

11. Order be uploaded on the website of this Court.

ANISH DAYAL, J

MARCH 12, 2025/sm/bp