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IN THE HIGH COURT OF DELHI AT NEW DELHI

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ARB.P. 929/2024

RADICO KHAITAN LIMITED

.....Petitioner

Through: Mr. Kamal Garg, Adv.

versus

SUSHIL KUMAR

.....Respondent

Through:

CORAM:

HON'BLE MR. JUSTICE JASMEET SINGH

ORDER

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22.09.2025

1. This is a petition filed under Section 11(6) of the Arbitration and Conciliation Act, 1996 seeking appointment of a Sole Arbitrator to adjudicate the disputes between the parties.
2. On the last date of hearing dated 22.07.2025, the respondent had appeared through video conferencing from the Yamuna Nagar Jail and requested for time to engage a counsel. Despite this, there is nobody appearing on behalf of the respondent today, nor is there any representation on his behalf.
3. Hence, I am proceeding to take up the matter.
4. The brief facts of the case are that the respondent approached the petitioner company for supply of goods manufactured by the petitioner and placed purchase orders with the petitioner. The respondent made part payments.
5. The petitioner supplied the goods as per the invoices raised by the



respondent.

6. The respondent further issued post-dated cheques in discharge of its outstanding liability, which were dishonoured. Hence, the respondent failed to discharge its liability under the invoices.
7. The terms and conditions of the invoices contain an arbitration clause, Clause No. 4, which reads as under:

“4. Any dispute (whether contractual or otherwise) arising out of this transaction between the parties or arising out of or relating to or in connection with this invoice shall be referred for arbitration in terms of Arbitration and Conciliation Act 1996 or any amendment thereof. The arbitration shall be conducted by a sole arbitrator to be appointed by Radico Khaitan Limited in its sole discretion. The seat of Arbitration shall be Delhi. This invoice shall be governed the laws of India and Court of Delhi shall have exclusive jurisdiction over matters arising from this transaction/invoice. The Buyer shall be deemed to have accepted all terms and conditions contained in the invoice including the arbitration agreement by accepting the goods delivered under this invoice”

8. Since the amounts were not paid, the petitioner invoked arbitration vide Legal Notice dated 05.03.2024.
9. In view of the above, I am satisfied that there is a valid Arbitration Agreement between the parties and there are disputes that need to be settled through an arbitral mechanism.
10. For the said reasons, the petition is allowed with the following



directions:

- i) Mr. Gupreet Singh (Advocate) (Mob. No. 9868220903) 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 petitioner shall approach the learned Arbitrator within two weeks from today.
11. The present petition is disposed of in the aforesaid terms.

JASMEET SINGH, J

SEPTEMBER 22, 2025/sp