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

\+ ARB.P. 998/2024

CAVENDISH INDUSTRIES LIMITED .....Petitioner

Through: Mr. Sumit Gaur, Mr. Pulkit Srivastava, Mr. R. Ashok, Mr. Ranjeet Mishra, Advocates

versus

RAJESH SINGH PROPRIETOR M/S RAJESH CONSTRUCTION CO. .....Respondent

Through: Mr. Sarthak Katyal, Advocate

CORAM:
HON'BLE MR. JUSTICE SUBRAMONIUM PRASAD

O R D E R

% **12.02.2025**

1. The present petition has been filed under Section 11(6) of the Arbitration and Conciliation Act, 1996 by the Petitioners seeking appointment of an Arbitrator to adjudicate upon the disputes which have arisen between the parties under the Sales Tax Invoices dated 14.12.2022, 28.01.2023 and 31.01.2023.

2. Material on record indicates that in the last quarter of 2022-23, the Respondent approached the Petitioner and expressed his willingness to purchase the tyres and tubes being manufactured by the Petitioner. It is the case of the Petitioner that on the date when the notice under Section 21 of the Arbitration and Conciliation Act, 1996 was issued to the Respondent, a sum of Rs.36,97,625/- was due and payable.

3. Notice was issued to the Respondent since parties expressed hope that

the matter can be settled outside the Court and the matter was referred to mediation centre. However, the mediation has failed.

4. The Sales Tax Invoices contain an arbitration clause which reads as under:

> *"Any & all dispute(s) arising out of or relating to sale transaction(s), shall be resolved by the party (buyer) and the Company by mutual discussion and in the event no consensus arises, then such dispute shall be referred to the sole arbitration of the arbitrator appointed by Whole Time Director/President/President Inchared of Cavendish Industries Ltd. Such arbitration shall be held in accordance with Indian Arbitration and Conciliation Act 1996 (as ammended upto date and the decision of the sole arbitrator shall be final and binding on both the parties. The Venue of such Arbitration shall be at New Delhi. The arbitration shall be conducted in English Language. The Courts in Delhi shall have exclusive jurisdiction".*

5. In view of the fact that disputes have arisen between the parties and the Sales Tax Invoices contain an arbitration clause, this Court is inclined to appoint an Arbitrator to adjudicate upon the disputes between the parties.

6. Accordingly, Mr. Yudhvir Chauhan, Advocate (Mob. No.9810153709) is appointed as an Arbitrator to adjudicate upon the disputes between the Parties.

7. The arbitration would take place under the aegis of the Delhi International Arbitration Centre (DIAC) and would abide by its rules and regulations. The learned Arbitrator shall be entitled to fees as per the Schedule of Fees maintained by the DIAC.

8. The learned Arbitrator is also requested to file the requisite disclosure

under Section 12(2) of the 1996 Act within a week of entering on reference.

9. All rights and contentions of the parties in relation to the claims/counter-claims are kept open, to be decided by the learned Arbitrator on their merits, in accordance with law.

10. It is stated by the learned Counsel for the Respondent that during the mediation proceedings, certain tyres have been returned by the Respondent to the Petitioner. This Court is not going into the said issue at this juncture. It is open for the Respondent to raise the said issue before the Arbitrator which if substantiated will have effect of reduction of amount due and payable by the Respondent.

11. Needless to say, nothing in this order shall be construed as an expression of this Court on the merits of the contentions of the parties.

12. The present petition stands disposed of in the above terms, along with pending application(s), if any.

SUBRAMONIUM PRASAD, J

FEBRUARY 12, 2025
S. Zakir