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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**
+ **ARB.P. 904/2025**
ORIENT ELECTRIC LIMITED

.....Petitioner

Through: Mr. Angad Singh Dugal and Mr.
Govind Singh Grewal, Advs.

versus

VARDHMAN APPLIANCES LIMITED

.....Respondent

Through: Ms. Bhavinee, Ms. Latika Rungta
Bajaj, Mr. Rohit Jain, Advs.

CORAM:

HON'BLE MR. JUSTICE JASMEET SINGH

ORDER

29.07.2025

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1. This is a petition filed under Section 11 of the Arbitration and Conciliation Act, 1996 seeking appointment of an Arbitrator for adjudication of disputes between the parties.
2. The brief facts of the case are that the petitioner entered into a Service-cum-license Agreement ("**Agreement**") dated 25.03.2021 for manufacture, storage, supply of induction cook tops ("**ICTs**") and other services under the brand and specification of the petitioner. In performance of the purchase orders under the Agreement, the respondent supplied a substantial number of ICTs to the petitioner during the period 2021-2022. However, from mid-2022 onwards, the petitioner began receiving a large number of customer complaints. Due to this petitioner invoked arbitration *vide* legal notice dated 22.01.2025.
3. The Agreement contains the arbitration clause being clause 23 which reads as under:-

"XXIII. ARBITRATION



1. *All disputes arising out of or in connection with this Agreement or its construction or effect or as to the right, duties, obligations or liabilities of the Parties hereto or either of them under or by virtue of or in connection with this Agreement or any document executed or otherwise as to any other matter in any way connected with or arising out of or in relation to the subject matter of this Agreement whether contractual or not, shall be resolved by arbitration conducted exclusively at New Delhi under the provisions of Arbitration and Conciliation Act 1996 or any statutory modification or re-enactments thereof.*
2. *The arbitration shall be heard before a Sole Arbitrator to be appointed by OEL. The arbitration proceedings shall be conducted only in English Language. The decision of the sole arbitrator shall be final and binding on both the parties.”*
4. Mr. Dugal, learned counsel for the petitioner, states that even though the petitioner has the right to appoint an arbitrator as per clause 23 of the Agreement, however the petitioner does not insist upon the same and states that the Court may appoint an Arbitrator in view of the law laid down in “**Perkins Eastman Architects DPC & Ors. vs. HSCC (India) Ltd.**” (2020) 20 SCC 760 and “**TRF Ltd. v. Energo Engg. Projects Ltd.**” (2017) 8 SCC 377, which do not allow unilateral appointment of an Arbitrator.
5. The respondent has filed a reply, wherein the objections are on merits.
6. I am of the view that the same would be within the domain of the learned arbitrator to decide.
7. For the said reasons, the petition is allowed and the following directions are issued:-



- i) Ms. Prabhsahay Kaur, Advocate (Mob: 9810158581) 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 parties shall approach the learned Arbitrator within two weeks from today.
8. The present petition is disposed of in the aforesaid terms.

JASMEET SINGH, J

JULY 29, 2025 / (MS)