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

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ARB.P. 1027/2024

SHAILENDER JAIN

.....Petitioner

Through: Mr. Siddhartha Jain, Advocate

versus

ENGLISH BROWNE INDIA LIMITED

.....Respondent

Through: None.

**CORAM:**

**HON'BLE MR. JUSTICE MANOJ KUMAR OHRI**

**ORDER**

**23.01.2025**

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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 the disputes between the parties.
2. Learned counsel for the petitioner submits that the petitioner, who is the proprietor of *M/s Shree Adinath Traders*, had entered into a Super Distributorship Agreement dated 20.05.2023 with the respondent. It is stated that Clause 14 of the said agreement provides that disputes with respect to the Agreement shall be resolved through arbitration. It further provides for the seat of arbitration to be at New Delhi.
3. The petition is accompanied by a notice dated 04.03.2024 vide which the petitioner has invoked arbitration. Learned counsel for the petitioner submits that no reply has been received to the aforesaid notice.
4. The notice of the instant petition was issued to the respondent on 16.07.2024. The respondent was represented through its counsel, Mr. Arjun



Kochhar, Advocate, on the next date of hearing, i.e., 16.10.2024, who sought time to file reply. Thereafter, the matter was listed on 08.01.2025, on which date the respondent remained unrepresented. Even today, there is no appearance on behalf of the respondent and in fact, no reply has also been filed to the present petition.

5. Considering the aforesaid facts, it appears that the respondent has no objection to refer the dispute to Arbitration.

6. At this stage, learned counsel for the petitioner submits that though the subject agreement provides that each of the parties may appoint their respective independent Arbitrators who shall together resolve the dispute, however, considering that the amount in dispute is only Rs.15 lacs, a Sole independent Arbitrator may be appointed.

7. Accordingly, the petition is disposed of with the following directions:

- i) The disputes between the parties under the said agreement are referred to the Arbitral Tribunal.
- ii) Mr. Abhishek Misra, Adv (Mob: 9582788520) is appointed as the Sole Arbitrator to adjudicate the disputes between the parties.
- iii) The arbitration will be held under the aegis of the Delhi International Arbitration Centre, Delhi High Court, Sher Shah Road, New Delhi (hereinafter, referred to as the 'DIAC').
- iv) 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.
- v) The learned Arbitrator shall furnish a declaration in terms of Section 12 of the A&C Act prior to entering into the reference.
- vi) 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 on merits of the dispute of either of the parties, are left open for adjudication by the learned Arbitrator. Further, the respondent shall be at liberty to raise counter-claims, if any.

vii) The parties shall approach the learned Arbitrator within two weeks from today.

**MANOJ KUMAR OHRI, J**

**JANUARY 23, 2025/rd**