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IN THE HIGH COURT OF DELHI AT NEW DELHI

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ARB.P. 1033/2025

M/S NARESH PAPER BHANDAR

.....Petitioner

Through: Mr. Monish Surendran and Ms.
Parijat, Advs.

versus

M/S SECURIPAX PACKAGING PVT LTD

.....Respondent

Through: Ms. Seema Sundd, Mr. Ritu Raj
Srivastava, Ms. Monesh Mehndiratta,
Advs.

CORAM:

HON'BLE MR. JUSTICE JASMEET SINGH

ORDER

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10.09.2025

1. This is a petition filed under Section 11(6) of the Arbitration and Conciliation Act, 1996 seeking appointment of an Arbitrator to adjudicate the disputes between the parties.
2. Pursuant to the Purchase Orders dated 07.08.2024, 21.08.2024, 04.09.2024 and 10.09.2024 issued by the respondent, the petitioner delivered adhesives and tapes to the respondent.
3. The Purchase Orders contains an arbitration clause being clause No. 24 which reads as under:

“24. This order shall be governed by and construed in accordance with the laws of the India, without regard to its conflict of law principles. Any dispute, controversy, or claim arising out of or relating to this order, or the breach, termination, or invalidity thereof, shall be subject to the



exclusive jurisdiction of the courts located in New Delhi, India. The parties hereby consent to the personal jurisdiction of such courts and waive any objections to venue in such courts. The parties agree that any dispute arising from or relating to this order may shall first be tried to be resolved amicably failing which it shall be resolved through the arbitration process in accordance with the provisions of Arbitration and Conciliation Act, 1996 and the rules made there under. The arbitration proceedings shall take place in New Delhi and the Order is governed by Indian Laws”

4. Since there were allegations of non-payment pursuant to the Purchase Orders, the petitioner invoked arbitration vide Legal Notice dated 28.03.2025 and thereafter, filed the present petition.
5. Mr. Raj, learned counsel along with Ms. Mehndiratta, learned counsel, appears on behalf of the respondent and has no objection to the appointment of an Arbitrator.
6. For the said reasons, the petition is allowed and the following directions are issued:-
 - i) Ms. Shubha Yadav (Advocate) (Mob. No. 9953280076) 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.
7. The present petition is disposed of in the aforesaid terms.

JASMEET SINGH, J

SEPTEMBER 10, 2025/sp