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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**
+ **ARB.P. 1244/2024 & I.A. 36195/2024**
M S MOONWALK INFRA PROJECTS PVT LTD.

.....Petitioner
Through: Mr. Rajeev Kumar, Advocate.

versus

UNIVERSAL AGRO CORPORATION LTD AND ORS.
.....Respondent
Through: Mr. Prashant Kumar, Advocate.

CORAM:
HON'BLE MR. JUSTICE SUBRAMONIUM PRASAD

ORDER
27.01.2025

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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 a purchase order for construction of Plug and Play, storage sheds of 9150T and 10000 MT storage capacity in Muzaffarpur. It is stated that the purchase order was issued in reference of Techno commercial offer having reference No. "QN2200800", "QN2200801", "QN2200802", "QN2200803" for Phase 2A, 2B and 7.
2. The Techno Commercial Offer contains an arbitration clause which reads as under:

"GOVERNING LAW

This Agreement shall be construed and enforced in



accordance with and under the laws of the Government of India. Both panes agree that in case of any difference or dispute arising between the MOONWALK INFRAPROJE CTS PVT. LTD. and the BUYER will be resolved by mutual discussions and agreement. However, unresolved issues, if any, will be settled by arbitration as per the India Arbitration and Conciliation Act, and the venue of the arbitration will be Delhi, India.”

3. The venue of the arbitration is in Delhi. There is nothing in the entire Agreement/Techno Commercial Offer which shows that, in case of contradiction, the venue of the arbitration should not be considered as the seat of the arbitration. In view of the Judgment passed by this Court in Yassh Deep Builders Llp v. Sushil Kumar Singh, 2024 SCC OnLine Del 1547, wherein it has been held that in case of contradiction, the place of venue will be considered as seat of the arbitration, this Court has jurisdiction to entertain the present petition.
4. In view of the fact that disputes have arisen between the parties and the Techno Commercial Offer contains an arbitration clause, this Court is inclined to appoint an Arbitrator to adjudicate upon the disputes between the parties.
5. Accordingly, Mr. John Mathew, Advocate (Mob. No.9891278195) is appointed as an Arbitrator to adjudicate upon the disputes between the Parties.
6. 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.



7. The learned Arbitrator is also requested to file the requisite disclosure under Section 12(2) of the 1996 Act within two weeks of entering on reference.
8. 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.
9. 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.
10. The present petition stands disposed of in the above terms along with pending application(s), if any.

SUBRAMONIUM PRASAD, J

JANUARY 27, 2025

S. Zakir