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

+ **ARB.P. 1103/2025**

SH. KRISHAN KUMAR JINDAL

.....Petitioner

Through: Mr. Bharat Bagga and Mr. Akshay
Aggarwal, Advocates

versus

**M/S BALAJI RUBBER INDUSTRIES A PARTNERSHIP FIRM &
ORS.**

.....Respondents

Through:

CORAM:

HON'BLE MR. JUSTICE SUBRAMONIUM PRASAD

ORDER

21.11.2025

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1. This Petition has been filed under Section 11(6) of the Arbitration and Conciliation Act, 1996 seeking appointment of an Arbitrator to adjudicate on the disputes which have arisen between the parties under the Partnership Agreement dated 01.09.2014.

2. It is stated that under the said Agreement, the Respondent Nos. 2 and 3 and the Petitioner started a business of import, manufacturing and trading of rubber and plastic products. A Partnership deed was entered into by the parties on 01.09.2014 and the work was conducted under the name M/S Balaji Rubber Industries having its office at A-15, Saraswati Vihar, Pitampura, Delhi-110034. It is also stated that a Civil Suit being CS (Comm) No. 118/2020 was filed by the Petitioner before the District Judge, North West, Rohini Court, Delhi for recovery of money, however, an objection



was raised by the Respondent that since the Partnership Deed consists of an Arbitration Clause, the case has to be referred to an Arbitrator, and therefore, the plaint was returned under the said objection. It is stated by the learned Counsel for the Petitioner that as on date about Rs. 60,00,000/- is due and payable by the Respondent.

3. A notice dated 10.04.2025 under Section 21 of the Arbitration and Conciliation Act, 1996. Clause 13 of the Agreement contains an Arbitration Clause. The Clause specifically states that the venue of the arbitration shall be Delhi, therefore, this Court has the jurisdiction to entertain this petition. The Petitioner has, therefore, approached this Court by filing the present Petition.

4. Notice in the Petition was issued on 01.09.2025. The Respondents have been served. However, there is no appearance on behalf of the Respondents.

5. In view of the fact that disputes have arisen between the parties and there is an arbitration clause in the Agreement, this Court is inclined to appoint an Arbitrator to adjudicate upon the disputes between the parties.

6. Accordingly, Mr. Balaji Srinivasan, Advocate (Mob: 9868120258) is appointed as the Sole 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 Arbitration & Conciliation Act within two weeks



of entering the 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. Needless to say, nothing in this order shall be construed as an expression on the merits.

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

SUBRAMONIUM PRASAD, J

NOVEMBER 21, 2025

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