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

+ **ARB.P. 1336/2024**

RELYON RESOURCES PVT LTD

.....Petitioner

Through: Mr. Vikas Padora, Mr. Dipanshu
Chugh, Mr. Tushar Malik, Advocates.

versus

B AND S STRATEGY SERVICES PRIVATE LIMITED AND ANR

.....Respondents

Through: Ms. Mani Gupta, Mr. Aman
Choudhary, Mr. Akshat Goyal,
Advocates.

CORAM:

HON'BLE MR. JUSTICE SUBRAMONIUM PRASAD

ORDER

22.01.2025

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1. The present petition has been filed under Section 11 (6) of the Arbitration and Conciliation Act, 1996 by the Petitioner seeking appointment of an Arbitrator to adjudicate upon the disputes which have arisen between the parties under the Service Agreement dated 12.09.2017 entered into between the Petitioner Company and Respondent No.1.
2. It is stated that Petitioner Company has provided manpower services to the Respondents since August, 2017 but till date Respondents have not cleared the total payable amounts to Petitioner Company. It is stated that a sum of Rs.2,16,666/- is due and payable by the Respondents to the Petitioner. It is stated that a notice under Section 21 of the Arbitration and Conciliation Act, 1996 invoking arbitration was issued on 06.07.2024.
3. Learned Counsel for the Respondents raises three objections that the



Respondent No.2 is not a signatory to the Service Agreement dated 12.09.2017; the Respondents do not have the disputed signatures on the Service Agreement dated 12.09.2017, the Agreement was only from 01.04.2017 to 31.03.2018 after which there is nothing on record to show that the said Agreement has been renewed.

4. Since Respondent No.2 is not a party to the Service Agreement dated 12.09.2017, this Court is not inclined to refer the Respondent No.2 to arbitration. However, it is always open for the Petitioner to move an appropriate application under Order I Rule 10 CPC before the Arbitrator for impleadment of Respondent No.2 for which this Court is not making any observation.

5. As far as, the issue, as to whether, Respondent No.2 has signed the Service Agreement dated 12.09.2017 or not, is a matter to be decided by the Arbitrator in an appropriate application filed under Section 16 of the Arbitration and Conciliation Act, 1996 by the Respondents. The last objection being that the Service Agreement dated 12.09.2017 has worked itself till March 2018 and there being no renewal of the said Service Agreement and whether the claim is a stale claim or not, is also a matter to be decided by the Arbitrator.

6. In view of the fact that disputes have arisen between the parties and there is an arbitration clause in the Service Agreement dated 12.09.2017, this Court is inclined to appoint Mr. Karan Kheta, Advocate (Mob. No. 8005690772) as an 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 1996 Act within a week of entering on 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 of this Court on the merits of the contentions of the parties.

11. It is made clear that all other objections of the Respondents are kept open.

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

SUBRAMONIUM PRASAD, J

JANUARY 22, 2025

RJ