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

+ **ARB.P. 1352/2024**

RELYON RESOURCES PVT LTD

.....Petitioner

Through: Mr. Vikas Padora, Mr. Dipanshu
Chugh, Advocate(s)

versus

NALANDA FOUNDATION AND ORS

.....Respondent

Through: Ms. Mani Gupta, Mr. Aman
Choudhary, Mr. Akshat Goyal,
Advocates for R-1, 2, 3

CORAM:

HON'BLE MR. JUSTICE SUBRAMONIUM PRASAD

ORDER

% **24.01.2025**

1. This Petition has been filed under Section 11(6) of the Arbitration and Conciliation Act, 1996 seeking appointment of an Arbitrator as per the Arbitration Clause contained in the Service Agreement dated 01.04.2017.
2. It is stated that the Petitioner Company is engaged in the business of supplying manpower services like maids, gatekeepers, cleaners, gardeners, housekeepers etc. and the Respondent No.1 is a Charitable Trust managed by the Trustees of Respondent No.1. It is stated that the Petitioner herein entered into the Service Agreement with the Respondent No.1 for providing man-power services. Relevant clauses for adjudication of the present case reads as under:

“APPLICATION OF INDIAN LAW:

This Agreement shall be deemed to have been made in India and the construction, validity, and performance of this Agreement shall be governed in all respects by the laws of India.



LEGAL EXPENSES AND STAMP DUTY:

The legal expenses and stamp duty for the preparation and execution of this agreement will be shared equally between the parties to the agreement.

In the case of any dispute or difference between the Nalanda Foundation and the Relyon Resources Pvt. Ltd. with regard to any matter including interpretation or implementation of any of the above clauses, the same shall be referred to the sole arbitration appointed by its Directors whose decisions shall be binding upon both the parties.”

3. It is stated by the learned Counsel for the Petitioner that since the Respondent No.1 has not been making payment to the Petitioner for services rendered by the Petitioner, a notice under Section 21 of the Arbitration Act was issued by the Petitioner on 06.07.2024 invoking the Arbitration Clause and claiming Rs.31,72,903/-, which, according to the Petitioner is due and payable by the Respondents.
4. Learned Counsel for the Respondent states that he has no objection to the present Petition. He, however, states that Respondents No.2, 3, 4, who are not signatories to the Agreement should be deleted from the array of parties of the present Petition.
5. When this Court gave a suggestion to the learned Counsel for the Petitioner to delete Respondents No.2, 3, 4 from the array of parties, learned Counsel for the Petitioner accepts the suggestion of this Court and seeks permission to delete Respondents No.2, 3 & 4 from the array of parties with liberty to approach the Arbitrator by moving an appropriate application under Order I Rule 10.



6. Permission and liberty, as sought for, is granted.
7. It is open for the Arbitrator to decide the issue as to whether Respondents No.2, 3, 4 are necessary parties to the Agreement or not.
8. In view of the fact that disputes have arisen between the parties and there is an arbitration clause, this Court is inclined to appoint an Arbitrator to adjudicate upon the disputes between the parties.
9. Accordingly, Ms. Radhika Sinha, Advocate (Mobile No.9986659486) is appointed as an Arbitrator to adjudicate upon the disputes between the Parties.
10. 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.
11. 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.
12. 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.
13. 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.
14. The present petition stands disposed of in the above terms along with pending application(s), if any.

SUBRAMONIUM PRASAD, J

JANUARY 24, 2025

Rahul