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

+ **ARB.P. 1270/2025**

MAHIMA SHARMA

.....Petitioner

Through: Mr. Kunal Jain, Adv.

versus

DEEPAK SINGH AND ORS

.....Respondents

Through: Mr. Shell Raj Singh and Mr. Ajay
Raj Singh, Advocates for R 1&2

CORAM:

HON'BLE MR. JUSTICE JASMEET SINGH

ORDER

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26.11.2025

1. This is a petition filed under Section 11 of the Arbitration and Conciliation Act, 1996 seeking appointment of an Arbitrator for adjudication of disputes between the parties.
2. The brief facts are that the respondent No. 1 approached the petitioner seeking financial investment in his business under the name and style of M/s Classic Advertising i.e., respondent No. 2. Sh. Raju Sharma i.e., respondent No. 3 was working along with respondent No. 1.
3. Respondent No. 1 offered to introduce the petitioner as partner and offered 33% of shares to petitioner. The petitioner invested Rs. 8,00,016/-. Subsequently, a Retirement-cum-Admission Deed dated 01.04.2019 was entered into between the parties, wherein Sh. Raju Sharma i.e., respondent No. 3 was named as "Retiring Partner" and the petitioner was named as "New Partner".
4. The said Retirement-cum-Admission Deed contains arbitration clause



being Clause No. 19, which reads as under:-

“19. Death, insolvency or retirement of any Partner from the Partnership shall not dissolve the Partnership and Surviving Partner/s may continue to carry on the Business either as the Sole Proprietor or in Partnership with others/either in Partnership with themselves or with others as may be mutually agreed upon by and between the Surviving Partners. All the disputes and questions whatsoever whether between the parties hereto or between one of them and the legal heirs or legal representative of the other or between their respective heirs or legal representative and whether during or after the determination of this Partnership and whether in relation to the interpretation of these presents or to any act or omission of a party to the dispute or as to any act which ought to be done by the parties in dispute or any of them in relation to any other matter whatsoever touching these presents shall be referred to a single arbitrator, if the parties can agree upon one and in case the parties do not agree, to two arbitrators one to be appointed by each party to the dispute and in case of difference between the arbitrators, to the Umpire to be appointed by the arbitrators before they enter upon the arbitration and the award and the decision of the single arbitrator or of the two arbitrators or of the Umpire as the case may shall be final and binding upon both the parties and the provisions of the Indian Arbitration Act, 1940 or any statutory enactment for the time being in force as to



arbitration shall apply so far as may be to such arbitration.”

5. Since there were disputes between the parties, the petitioner invoked arbitration *vide* legal notice dated 24.02.2025 and thereafter, filed the present petition.

6. Mr. Singh, learned counsel for respondents No. 1 & 2 appears through video conferring mode and states that he has no objection to appointment of an Arbitrator as long as all rights and contentions, including counter-claims of respondent Nos. 1 & 2 are left open.

7. As for respondent No. 3, as per the office report, he remains unserved.

8. It is stated that the respondent No. 3 has retired as per the Retirement-cum-Admission Deed.

9. The petitioner for the time being seeks referral of disputes between the petitioner and respondent Nos. 1 and 2.

10. In case there is a requirement to implead respondent No. 3 at a subsequent stage, the petitioner will be at liberty to move an application before the learned Arbitrator and the learned Arbitrator shall decide the same in accordance with law.

11. I am satisfied that there is a valid arbitration clause and disputes between the parties which need to be settled through arbitral mechanism.

12. For the said reasons, the petition is allowed, with the following directions:

- i) Mr. Pradeep Gahlot, (Adv.) (Mob. No. 9910004838) 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.
13. Accordingly, the present petition is disposed of.

JASMEET SINGH, J

NOVEMBER 26, 2025/DM