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

+ **ARB.P. 1424/2024**

SWASTIK PIPE LTD.

.....Petitioner

Through: Mr. Sanjay Jain, Ms. Ankita Kedia,
Advocates

versus

**KAMLA RANI PROPRIETOR MAHALUXMI INDUSTRIAL
CORPORATION**

.....Respondent

Through:

CORAM:

HON'BLE MR. JUSTICE SUBRAMONIUM PRASAD

ORDER

25.02.2025

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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 Tax Invoices(s) dated 31.08.2019.

2. Material on record indicates that the Respondent has purchased C.R. Strips from the Petitioner on a running account basis and on the basis of the tax invoice(s) issued by the Petitioner, for which part payments were subsequently made by the Respondent. It is stated that the Respondent made *ad hoc*/part-payments as per the tax invoice(s) raised by the Petitioner but failed to make the entire payment within the due dates, despite assurances. It is stated that an amount of Rs.47,74,993/- was due and payable. It is stated that since the disputes have arisen between the parties, the Petitioner has



approached this Court for appointment of an Arbitrator to adjudicate upon the disputes which have arisen between the parties.

3. Clause 2 of the Tax Invoice(s) dated 31.08.2019 contains an Arbitration Clause, which reads as under:-

“2. All disputes, touching and/or concerning this bill, shall be, solely, resolved by an arbitrator duly appointed by the Hon 'ble Delhi High Court under the Arbitration and Conciliation Act, 1996, as amended unto date or any repeat thereof The seat of arbitration shall be Delhi and shall be solely and exclusively subject to Delhi jurisdiction. The language of arbitration proceedings shall be English.”

4. Notice in the petition was issued on 13.09.2024. The affidavit of service has been filed which states that the Respondent has been duly served through courier on 31.01.2025. Service is complete.

5. Today there is no appearance on behalf of the Respondent.

6. In view of the fact that the disputes have arisen between the parties and Clause 2 of the Tax Invoice(s) Dated 31.08.2019 which contains an Arbitration Clause, this Court is inclined to appoint an Arbitrator to adjudicate upon the disputes between the parties.

7. Accordingly, Mr. Rajat Khattry, Advocate, (Mob: 9958319391) is appointed as an Arbitrator to adjudicate upon the disputes between the Parties.

8. 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.

9. 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.

10. 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.

11. 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.

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

SUBRAMONIUM PRASAD, J

FEBRUARY 25, 2025

RJ