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

+ **ARB.P. 1426/2024 & I.A. 39354/2024**

SWASTIK PIPE LTD.

.....Petitioner

Through: Mr. Sanjay Jain, Advocate

versus

KARUN KUMAR PROPRIETOR RAMESHWAR STEELS

.....Respondent

Through: None.

CORAM:

HON'BLE MR. JUSTICE SUBRAMONIUM PRASAD

ORDER

17.03.2025

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1. The present petition has been filed under Section 11 of the Arbitration and Conciliation Act, 1996 by the Petitioner seeking appointment of an Arbitrator to adjudicate upon the disputes between the parties under the Tax Invoice raised by the Petitioner for goods supplied to the Respondent.

2. The facts as stated in the petition reveal that the Respondent has purchased goods from the Petitioner. Certain payments were made by the Respondent to the Petitioner which was adjusted towards the amount due and payable by the Respondent. It is stated that as on 05.01.2022, a sum of Rs.13,75,880/- was outstanding. Clause 2 of the terms and conditions of the Tax Invoice 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.”

3. It is stated that a notice under Section 21 of the Arbitration and Conciliation Act, 1996 claiming a sum of Rs.16,89,070/- along with interest and seeking appointment of an Arbitrator was issued to the Respondent on 15.06.2023. It is stated that no reply has been received from the Respondent to the said notice and, therefore, the Petitioner has approached this Court seeking appointment of an Arbitrator to adjudicate upon the disputes between the parties. It is stated that as on 17.06.2024, a sum of Rs.20,15,392/- is due and payable along with interest by the Respondent.
4. Notice was issued in the petition on 13.09.2024. Affidavit of service has been filed. The proof of service has also been filed along with the affidavit of service.
5. Service is complete. There is no appearance on behalf of the Respondent today.
6. Accordingly, Mr. Akshay Sehgal, Adv. (Mob. No.9899579000) 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 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. The present petition stands disposed of in the above terms, along with pending application(s), if any.

SUBRAMONIUM PRASAD, J

MARCH 17, 2025

S. Zakir