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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**
+ **ARB.P. 1311/2025**
M/S. ARS GREENVIEW FARMS PVT. LTD.

.....Petitioner

Through: Mr. Gagandeep Singh, Adv.
versus

MAGICRUBY INVESTMENT SERVICES LLP & ORS.

.....Respondents

Through: Mr. Harsh Tikoo, Mr. Manish Kr. Kasyap, Advs. for R1
Mr. Sidhant Dhingra, Mr Varun Singh, Ms Bhumi Sharma, Ms Kajal Gupta, Advs. for R9
Mr. Vierat K Anand, Mr. Kumar Shashank, Ms. Srishty Kaul, Mr. Harish Nadda, Mr. Vikalp Singh, Ms. Navita, Advs. for R12

CORAM:

HON'BLE MR. JUSTICE JASMEET SINGH

ORDER

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15.12.2025

1. This is a petition filed under Section 11(6) 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 petitioner was approached by the respondents No. 2 and 3 as the Designated Partner of the respondent No.1 for business association and seeking capital and presented the Limited Liability Partnership Agreement dated 26.10.2015 ("**LLP Agreement**") as the incorporation document of the respondent No.1. The respondents No. 7 to 25 were proposed to be inducted at the time of



induction of the petitioner. The petitioner agreed to be inducted as a partner in the said LLP and made a contribution of Rs. 50,00,000/- and a Supplementary Agreement dated 01.11.2018 was executed between the petitioner and the respondents.

3. During the course of the partnership, numerous partners resigned and numerous partners joined through different deeds of re-constitution.
4. The said LLP Agreement contains an arbitration clause being Clause No. 21(1.8), which reads as under:-

“1.8 Arbitration and dispute resolution

a. In the event any dispute arises between the Partners in relation any provision under this Agreement, the Partners shall in the first instance attempt to resolve such dispute amicably between themselves. If the dispute has not been resolved through consultations within 30 (thirty) days after one or more Partners(s) has served written notice on the other Partner(s) requesting the commencement of such discussions, the aggrieved Partner may in writing demand that the dispute be settled through arbitration.

b. The sole arbitrator shall be appointed by the Delhi High Court, pursuant to application filed by any of the Partner(s).”

5. Since there were disputes between the parties, the petitioner invoked arbitration vide legal notice dated 14.08.2024 and thereafter, filed the present Petition.
6. Despite service, no reply has been filed by any of the respondents.
7. Mr. Singh, learned counsel for the respondent No. 9 states that the disputes between the petitioner and the respondent No. 9 should not be



referred to arbitration as the respondent No. 9 retired on 15.12.2021.

8. In the present case, the petitioner and the respondent No. 9 were partners of the respondent No.1 for a period of about 3 years. The petitioner alleges misappropriation by the respondents in contravention to the LLP Agreement. Whether the respondent No. 9 had a role or not is not for this Court to decide and is in the exclusive domain of the learned Arbitrator. This Court, at the stage of reference and appointment of an Arbitrator, is not expected to go into the merits of the case and is only required to take a limited view with respect to the existence of the arbitration clause.
9. I am satisfied that there exists a valid arbitration clause and there are dispute between the parties which need to be adjudicated through the arbitral mechanism.
10. For the said reasons, the petition is allowed and the following directions are issued:-
 - i) Ms. Niyati Kohli, Advocate (Mob. No. 9818690207) 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.
11. All rights and contentions of the parties, including applications under Section 16 of the 1996 Act seeking dismissal of claims, are left open to be decided by the learned Arbitrator as and when the applications are moved.
12. Needless to state that this Court has not expressed any view on the merits of the matter and has only indicated that in view of the arbitration clause, which is admitted, the parties have to be referred to the arbitration.
13. The present petition is disposed of in the aforesaid terms.

JASMEET SINGH, J

DECEMBER 15, 2025 / (MS)