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

\+ ARB.P. 1365/2025

LOTUS HERBALS PVT LTD .....Petitioner

Through: Mr. Vaibhav Vutts, Mr. Dhruv Rohatgi, Mrs. Chandrika sachdev and Mr. Dhruv Kumar, Advs.

versus

KUNDUBAPI SALES PVT LTD .....Respondent

Through:

CORAM:

HON'BLE MR. JUSTICE JASMEET SINGH

O R D E R

% 27.10.2025

1. This is a petition filed under Section 11 (4) and (6) of the Arbitration and Conciliation Act, 1996 seeking appointment of an Arbitrator for adjudication of disputes between the parties.

2. The facts are that the respondent approached the petitioner to work as petitioner's distributor for the LM range of the products of lotus for the territory of Kanchrapara, Naihati, Shyamnagar area North 24 Parganas. Subsequently, the parties entered into an Agreement dated 06.07.2023.

3. The said Agreement contained an arbitration clause being Article No. 16, which reads as under:

> *"**ARTICLE 16***
>
> ***GOVERNING LAW AND ARBITRATION***
>
> *16.1. This Agreement shall be construed, interpreted and governed by the laws of India and the courts at Delhi shall have the jurisdiction with regard to the subject matter of this Agreement.*

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16.3. If the negotiation does not result in settlement of the dispute within 30 days of serving of notice to settle, then such a dispute shall be referred to arbitration in accordance with the provisions of the Indian Arbitration and Conciliation Act, 1996, as amended till date.

16.4. The arbitral tribunal shall be composed of three arbitrators, one arbitrator appointed by Lotus, a second arbitrator appointed by the Distributor and a third arbitrator to be appointed by such arbitrators.

16.5. The place of arbitration shall be New Delhi/ Delhi and any award whether interim or final, shall be made, and shall be deemed for all purposes between the parties to be made, in New Delhi/ Delhi.

16.6. The arbitral procedure shall be conducted in the English language and any award or awards shall be rendered in English. The procedural law of the arbitration shall be Indian law and jurisdiction shall be the courts of South District, Saket Courts, New Delhi shall have exclusive jurisdiction over any of the Disputes arising out of or in connection with this Agreement.

16.7. The award of the arbitral tribunal shall be final, conclusive and binding upon the Parties, and the provisions of the Indian Arbitration and Conciliation Act, 1996 shall apply.

The cost of arbitration shall be shared equally between the Parties."

4. Since disputes arose between the parties, the petitioner invoked

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arbitration *vide* legal notice dated 10.07.2025 and thereafter, filed the present petition.

5. As per the company information on Ministry of Corporate Affairs website, the e-mail ID of the respondent is kundubapi@yahoo.co.in.

6. As per the Affidavit of Service, the respondent has been served at the said e-mail ID. However, despite service there is nobody appearing on behalf of the respondent.

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

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

i) Mr. Faiyaz Hasan, Advocate (Mob. No. 9871306263) is appointed as a Sole Arbitrator to adjudicate the disputes between the parties.

ii) The arbitration will be held under the aegis 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.

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vi) The petitioner shall approach the learned Arbitrator within two weeks from today.

9. The present petition is disposed of accordingly.

JASMEET SINGH, J

OCTOBER 27, 2025/DM

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