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

+ **ARB.P. 1562/2024**

ACCELERATE PRODUCTX VENTURES PRIVATE LIMITED
.....Petitioner

Through: Mr. Aman Kr Thakur, Adv.
versus

TESCO 24X7

.....Respondent

Through:

CORAM:
HON'BLE MR. JUSTICE JASMEET SINGH

ORDER
19.03.2025

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1. This 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 petitioner and the respondent executed a Franchise Agreement dated 29.03.2023, pursuant to which, the respondent was to give minimum guarantee of Rs. 20,000 or 3% on net sales, whichever was higher.
3. Since the respondent was defaulting in the payment, the petitioner issued defect cure notice followed by termination notice dated 29.12.2023.
4. The petitioner invoked arbitration clause being clause 23 of the agreement *vide* letter dated 09.02.2024. The arbitration clause reads as under:-

"23. DISPUTE RESOLUTION

23.1. The Parties shall use their best efforts to amicably resolve any dispute or difference, which may arise or may



have arisen between the Parties with regard to any matter pertaining to or arising from 'or in connection to this Agreement including any question regarding its existence, validity, construction or termination.

23.2. If the Parties are unable to settle the dispute and/or difference referred to in Clause 22.1 either Party may submit the dispute to arbitration before Delhi International Arbitration Centre ("DIAC") to be decided by a sole Arbitrator appointed by DIAC.

The venue and seat for the arbitration proceedings shall be at New Delhi, India and the proceedings shall be conducted in the English Language. The finding of the sole arbitrator shall be binding on the Parties and the succeeding Party shall be entitled to costs of the arbitration including but not limited to legal costs."

5. As per the Franchise Agreement, the email ID of the respondent is recorded as mirzasalim.beg123@gmail.com.
6. As per the affidavit of service, the respondent has been served at the said email ID. Despite service, there is nobody appearing on behalf of the respondent.
7. I am satisfied that there are disputes pending which need to be resolved through arbitral process.
8. For the said reasons, the petition is allowed and the following directions are issued:-
 - i) Mr. Naveen Gupta, Advocate (Mob. Nos. 9312248478, 9312280288) 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.
 - vi) The parties shall approach the learned Arbitrator within two weeks from today.
9. The present petition is disposed of in the aforesaid terms.

MARCH 19, 2025/ (MS)

JASMEET SINGH, J

Click here to check corrigendum, if any