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

+ **ARB.P. 1515/2025**

LEDVANCE PRIVATE LIMITED

.....Petitioner

Through: Mr. Kushal Bansal and Mr. Anish
Ahlawat, Advocates.

versus

GEEP INDUSTRIES (INDIA) PVT. LTD.

.....Respondent

Through: Mr. Umang Motiyani and Mr. Anshu
Deshpande, Advocates.

CORAM:

HON'BLE MR. JUSTICE AMIT BANSAL

ORDER

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04.12.2025

1. The present petition has been filed under Section 11(6) of the Arbitration and Conciliation Act, 1996 (hereinafter 'the Act') seeking appointment of a Sole Arbitrator for the adjudication of the disputes between the parties arising out of a Purchase and Sales Agreement (hereinafter 'Agreement') dated 9th August, 2021.
2. Counsel for the petitioner submits that the Agreement contains an arbitration clause, *i.e.* Clause 21.2, which provides for adjudication of disputes arising between the parties by way of arbitration. For ease of reference, Clause 21.2 of the Agreement is set out below:



21.2 Dispute Resolution:

All disputes arising out of or in connection with this Agreement and all other agreements regarding its performance (including but not limited to any individual purchase contracts executed by the Parties hereunder), including any question regarding their existence, validity or termination, shall be finally settled under the provisions of Arbitration & Conciliation Act 1996 by a sole arbitrator appointed mutually by both the parties Or by Court.

The seat and venue of arbitration shall be Delhi. The procedural law of this place shall apply where the Rules are silent. The language to be used in the arbitration proceedings shall be English.

3. He further submits that since there were disputes between the parties, the petitioner sent a notice dated 15th June, 2025 invoking the aforesaid arbitration clause under Section 21 of the Act. However, the respondent failed to respond to the aforesaid notice.

4. Hence, the petitioner has been constrained to approach this Court by way of the present petition.

5. Notice in the petition was issued on 17th September, 2025.

6. Counsel appears on behalf of the respondent and does not oppose the appointment of a Sole Arbitrator.

7. Accordingly, the dispute between the parties under the aforesaid Agreement is referred to the Arbitral Tribunal comprising a Sole Arbitrator.

The following directions are issued in this regard:

- i. Mr. Puneet Sharma, Advocate (Mob. No. +91 97112 98944) is appointed as a Sole Arbitrator to adjudicate the disputes between the parties.
- ii. The Arbitrator is requested to furnish a declaration in terms of Section 12 of the Act prior to entering into the reference. In the event there is any impediment to the Arbitrator's appointment on that count, the parties are given liberty to file an appropriate



application before this Court.

- iii. The remuneration of the Arbitrator shall be in terms of Schedule IV of the Act.
 - iv. The parties shall approach the Arbitrator within two (2) weeks from today.
8. It is made clear that all the rights and contentions of the parties, including the arbitrability of any of the claims and/or counter claims, any other preliminary objection, as well as claims on merits of the dispute of either of the parties, are left open for adjudication by the Arbitrator.
9. The petition stands disposed of in the aforesaid terms.
10. Needless to state, nothing in this order shall be construed as an expression of this Court on the merits of the case.

AMIT BANSAL, J

DECEMBER 4, 2025

Vivek/-