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

+ ARB.P. 1531/2025 & I.A. 23235/2025

ROMI GARG

.....Petitioner

Through: Mr. Jai Sahai Endlaw and Mr. Ashish Kumar, Advocates.

versus

ANUP GARG

.....Respondent

Through: Dr. L.S. Chaudhary, Dr. Ajay Choudhary, Mr. Bharat Chaudhary, Ms. Vinita and Ms. Monika Chaudhary, Advocates.

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+ O.M.P.(I) (COMM.) 389/2025 & I.A. 23237/2025

ROMI GARG

.....Petitioner

Through: Mr. Jai Sahai Endlaw and Mr. Ashish Kumar, Advocates.

versus

ANUP GARG

.....Respondent

Through: Dr. L.S. Chaudhary, Dr. Ajay Choudhary, Mr. Bharat Chaudhary, Ms. Vinita and Ms. Monika Chaudhary, Advocates.

**CORAM:**

**HON'BLE MS. JUSTICE JYOTI SINGH**

**ORDER**

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**18.09.2025**

**I.A. 23236/2025 in ARB.P. 1531/2025 and**

**I.A. 23237/2025 in O.M.P.(I) (COMM.) 389/2025**

1. Allowed, subject to all just exceptions.
2. Applications stand disposed of.



**ARB.P. 1531/2025**

3. This petition is filed on behalf of the Petitioner under Section 11(5) and (6) of Arbitration and Conciliation Act, 1996 ('1996 Act') seeking appointment of a Sole Arbitrator.
4. Issue notice.
5. Dr. L.S. Chaudhary, learned counsel, accepts notice on behalf of the Respondent.
6. Disputes having arisen between the parties in respect of Deed of Reconstitution of Limited Liability Partnership executed on 14.03.2019, Petitioner sent a notice invoking arbitration dated 23.07.2025, proposing the names for appointment of an Arbitrator, however, Respondent did not consent to the proposed names *albeit* expressed his willingness to take recourse to arbitration in his reply dated 15.08.2025.
7. Learned counsel for the Respondent, on instructions, while disputing the case of the Petitioner on merits, does not dispute the existence of the Arbitration Agreement. It is also submitted that Respondent's willingness to arbitrate in the reply to the invocation notice was limited to the disputes arising out of Deed of Reconstitution of Limited Liability Partnership.
8. Accordingly, Mr. Prithvi Singh, Advocate (Mobile No. 8860680136), is appointed as the Sole Arbitrator to adjudicate the disputes between the parties. Fee of the Arbitrator shall be fixed as per Fourth Schedule of 1996 Act.
9. Learned Arbitrator shall give disclosure under Section 12 of the 1996 Act before entering upon reference.
10. It is made clear that this Court has not expressed any opinion on the merits of the case and all rights and contentions of the respective parties in



relation to disputes emanating from Deed of Reconstitution of Limited Liability Partnership, are left open.

11. Petition is disposed of in the aforesaid terms.

**O.M.P.(I) (COMM.) 389/2025**

12. This petition is filed on behalf of the Petitioner under Section 9 of 1996 Act seeking certain interim reliefs.

13. Mr. Endlaw, learned counsel for the Petitioner submits that since the Arbitrator has been appointed, he shall withdraw this petition and file appropriate application before the learned Arbitrator to press the interim reliefs.

14. This petition is disposed of as withdrawn with liberty, as prayed for.

**JYOTI SINGH, J**

**SEPTEMBER 18, 2025/Ch**