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

+ **ARB.P. 413/2024**

SIS LIMITED

.....Petitioner

Through: Mr. Anupam Kishore Sinha, Mr.
Pradeep K. Tiwari, Mr. Apoorv Jha
and Mr. Sahitya Srivastava,
Advocates.

versus

DAMONT PROMOTERS PRIVATE LIMITED & ANR.

.....Respondents

Through: Mr. Kunal Kher and Mr. Mohit Giri,
Advocates.

CORAM:

HON'BLE MR. JUSTICE SUBRAMONIUM PRASAD

ORDER
29.01.2025

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1. The present petition has been filed under Section 11(6) of the Arbitration and Conciliation Act, 1996 by the Petitioners seeking appointment of an Arbitrator to adjudicate upon the disputes which have arisen under an Agreement dated 13.05.2016 entered into between the Petitioner and Respondent No.1 for providing security services.

2. It is stated that the Petitioner has provided security services to Respondent No.1. Disputes have arisen between the Petitioner and Respondent No.1 in respect of payment of services provided by the Petitioner to Respondent No.1. Material on record indicates that the Petitioner had approached this Court by filing a petition being ARB.P. 30/2022 seeking appointment of an Arbitrator to adjudicate upon the disputes between the parties. However, a Co-ordinate Bench of this Court



dismissed the petition primarily on the ground that since the notice under Section 21 of the Arbitration and Conciliation Act, 1996 has not been issued, the arbitration petition cannot be proceeded further. After complying the necessary requirements, the Petitioner has now once again approached this Court for appointment of an Arbitrator.

3. Reply has been filed.

4. It is the contention of the learned Counsel for Respondent No.1 that the Agreement has been signed between the Petitioner and Respondent No.1 only and Respondent No.2 herein is not a signatory to the Agreement.

5. Confronted with this, learned Counsel for the Petitioner states that the Petitioner has agreed to drop Respondent No.2 in the present petition with liberty to move an appropriate application under Order I Rule 10 of CPC before the Arbitrator for impleading Respondent No.2, if needed. Liberty is granted to the Petitioner do the same. It is for the Arbitrator to decide such an application by considering as to whether Respondent No.2 is a necessary party or not for adjudication of disputes between the Petitioner and Respondent No.1.

6. With consent of the both the parties, this Court is inclined to refer the matter to Delhi International Arbitration Centre (DIAC) for appointment of an Arbitrator.

7. Accordingly, the Delhi International Arbitration Centre (DIAC) is requested to appoint an Arbitrator to adjudicate upon the disputes between the Parties.

8. The arbitration would take place under the aegis of the Delhi International Arbitration Centre (DIAC) and would abide by its rules and regulations. The learned Arbitrator shall be entitled to fees as per the



Schedule of Fees maintained by the DIAC.

9. The learned Arbitrator is also requested to file the requisite disclosure under Section 12(2) of the 1996 Act within a week of entering on reference.

10. All rights and contentions of the parties in relation to the claims/counter-claims are kept open, to be decided by the learned Arbitrator on their merits, in accordance with law.

11. Needless to say, nothing in this order shall be construed as an expression of this Court on the merits of the contentions of the parties.

12. It is open for the Parties to enter into a settlement before the Arbitrator appointed by the DIAC.

13. The present petition stands disposed of in the above terms, along with pending application(s), if any.

SUBRAMONIUM PRASAD, J

JANUARY 29, 2025

S. Zakir