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\* **IN THE HIGH COURT OF DELHI AT NEW DELHI**  
+ **ARB.P. 1638/2024**  
**ACCELERATE PRODUCTX VENTURES PRIVATE LIMITED**  
.....Petitioner

Through: Mr. Aman Kumar Thakur, Adv.

versus

**JJ AND COMPANY THROUGH ITS PART** .....Respondent  
Through:

**CORAM:**  
**HON'BLE MR. JUSTICE JASMEET SINGH**

**ORDER**  
**02.04.2025**

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1. This is a petition under Section 11 (5) and 11 (6) of Arbitration and Conciliation Act, 1996, seeking appointment of an Arbitrator to adjudicate the disputes between the parties arising out of Franchise Agreement dated 17.07.2023.
2. The petitioner is a franchisor and the respondent is a franchisee to deal in the franchisor's product.
3. The said Agreement contains Arbitration Clause, being Clause no. 22.2, which reads as under:

*“22.2. Arbitration: If any claim, dispute or difference of any kind whatsoever shall arise between the Parties in connection with or arising out of this Agreement including any question regarding its existence, validity or termination of the execution of this Agreement, whether before or after the termination, abandonment or breach of this Agreement (“Dispute”), the Parties shall seek to resolve any such Dispute by mutual*



*consultation and negotiation in good faith. In the event, the Parties are unable to, within ten (10) days, reach a resolution, such Dispute shall be settled by binding arbitration as mentioned in this Sub-Clause. The Dispute shall be referred to final and binding arbitration under the (Indian) Arbitration and Conciliation Act, 1996. The seat and venue of such arbitration shall be in New Delhi. All proceedings of such arbitration shall be in the English language. A sole arbitrator shall be mutually appointed by the Parties. The award pronounced by the arbitrator shall be final, conclusive and binding upon the Parties.”*

4. Since the respondents violated clause 2.3 (ii) read along with 16.4.1 of the Franchise Agreement, the respondent was liable to pay petitioner monthly minimum guarantee.
5. On respondent's default, Franchise Agreement was terminated on 29.12.2023 and subsequently, notice invoking arbitration was sent on 09.02.2024.
6. As per clause 18.1 of the Franchise Agreement, the respondent's address for the purposes of communication is given as “*Dynamicenterprises.re@gmail.com*”.
7. The Affidavit of Service shows that the respondents have been served at the said e-mail ID.
8. For the said reasons, I am satisfied that the respondents have been served. Despite service, nobody is appearing on behalf of the respondents.



9. Since the disputes are pending between the parties, the petition is allowed and the following directions are issued:-

- i) Mr. Rohit Jolly, Adv. (Mob. No.9999602808) 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.

10. The present petition is disposed of in the aforesaid terms.

**JASMEET SINGH, J**

**APRIL 2, 2025/pk**

*Click here to check corrigendum, if any*