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

+ **ARB.P. 1580/2025**

TINNA RUBBER AND INFRASTRUCTRE LTDPetitioner

Through: Ms. Rachna Maheshwari and Mr.
Mannu Bansal, Advs.

versus

SH. KAPIL GUPTA

.....Respondent

Through: None

CORAM:

HON'BLE MR. JUSTICE JASMEET SINGH

ORDER

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24.11.2025

1. This is a petition filed under Section 11 of the Arbitration and Conciliation Act, 1996 seeking appointment of an Arbitrator for adjudication of disputes between the parties.
2. The brief facts of the case are that the petitioner is engaged in the business of manufacturing and trading of various steel, rubber and other products. The respondent is the proprietor of M/s Joss Polymers.
3. The respondent approached the petitioner for supply of FG-12 pipes, which were duly supplied by the petitioner and the following invoices were `raised bearing No. P/24- 25/002073 dated 14.09.2024 for 12,000 Kg Quantity for Rs 11,45,544/-, No. P/24-25/002144 dated 21.09.2024 of 10,000/- Kg in Quantity of Rs 7,54,020/, No. P/24-25/002314 dated 07.10.2024 of 12,000 Kg of Rs 11,31,384/- and No. P/24-25/002598 of 2,500 quantities of Rs 3,27,450/-. The goods were supplied to the respondent with the assurance that the respondent will clear the payment within 15 days.
4. The general terms and conditions for sale of products contained



arbitration clause being Clause No. 18 which read as under:-

“18. Arbitration/Jurisdiction

(a) The contract shall be governed and interpreted in accordance with the laws of India

(b) In the event of any dispute arising out of or in relation to or touching with this contract, the same shall be decided by arbitration in accordance with the provisions of the Arbitration and Conciliation Act, 1966. The arbitration proceedings shall be held at Delhi.

(c) All disputes arising out of this contract shall be subject to the exclusive jurisdiction of the courts at Delhi.”

5. Since there were disputes between the parties, the petitioner invoked arbitration *vide* legal notice dated 14.07.2025 and thereafter filed the present petition.
6. Ms. Maheshwari, learned counsel for the petitioner, states that the respondent also issued a post dated cheque bearing No. 000365 dated 15.12.2024 for Rs. 11,45,544/-. The same could not be encased by the petitioner as the respondent kept making excuses and ultimately the cheques got expired. He further draws my attention to the tax invoice raised by the respondent, wherein the respondent's email is mentioned as kapil231977@gmail.com.
7. As per the affidavit of service and the report of the Registry, the respondent has been served at the said email address.
8. Despite service, there is nobody appearing on behalf of the respondent.
9. I am satisfied that there exists a valid arbitration clause and there are



dispute between the parties which need to be adjudicated through the arbitral mechanism.

10. For the said reasons, the petition is allowed and the following directions are issued:-

- i) Mr. Aashneet Singh, Advocate (Mob. No. 9958864713) is appointed as a Sole Arbitrator to adjudicate the disputes between the parties.
- ii) The arbitration will be held under the aegis and rules 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 petitioner shall approach the learned Arbitrator within two weeks from today.



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

NOVEMBER 24, 2025 / (MS)

JASMEET SINGH, J