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

+ **ARB.P. 1595/2025 & I.A. 24337/2025**

VINOD KUMAR GOYAL THROUGH LRSPetitioner

Through: Dr Ashwani Bhardwaj, Adv.

versus

RAJ KUMAR GOYALRespondent

Through: Mr. Rishabh Gupta, Adv.

CORAM:

HON'BLE MR. JUSTICE JASMEET SINGH

ORDER

% **15.12.2025**

1. This is a petition filed under Section 11(2) and (6) of the Arbitration and Conciliation Act, 1996 ("***the Act***") seeking appointment of an Arbitrator for adjudication of disputes between the parties.
2. The brief facts are that the petitioner is wife of Late Sh. Vinod Kumar Goyal i.e., brother of the respondent. The late husband of the petitioner, respondent and Mrs. Laxmi Devi i.e., mother of the respondent and petitioner's late husband, entered into a Partnership Deed dated 01.04.1992 for the business of trading in pure ghee, butter and milk powder products.
3. The said Partnership Deed contains an arbitration clause being Clause No. 18, which reads as under:-

"18. All disputes and questions in connection with the partnership or this deed arising between the partners shall first be referred to the arbitration of one or more arbitrators to be appointed by each partner and in case of disagreement



among the arbitrators, the matters shall be referred to an Umpire to be appointed by the arbitrators and in case of their default by the parties.”

4. Disputes arose between the parties, the petitioner's late husband invoked arbitration. Subsequently, this Court *vide* Order dated 24.10.2008 in the ARB. APPL. No. 31/2008, appointed the Sole Arbitrator.
5. However, during the pendency of the arbitration proceedings, the learned Arbitrator passed away on 27.09.2023.
6. Hence, the present petition has been filed.
7. Mr. Gupta, learned counsel appears on behalf of the respondent and has no objection to appointment of an Arbitrator. He also states that the newly appointed Arbitrator may commence the proceedings from the stage of final arguments.
8. I am satisfied that there exists valid arbitration clause and dispute between the parties which need to be adjudicated through the arbitral mechanism.
9. For the said reasons and with consent of the parties, the petition is allowed and the following directions are issued:-
 - i) Mr. Adit S. Pujari, Advocate (Mob. No. 9811611205) is appointed as a Sole Arbitrator to adjudicate the disputes between the parties.
 - ii) The learned Arbitrator is requested to furnish a declaration in terms of Section 12 of the Act prior to entering into the reference.
 - iii) 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.

- iv) The parties shall approach the learned Arbitrator within two weeks from today.
10. Since, the arbitral proceeding is at the stage of final arguments, with the consent of the parties, the fee of the Arbitrator for hearing final arguments and passing of the Award is fixed at Rs. 1 lakh, which shall be paid equally by the parties.
11. The present petition is disposed of in the aforesaid terms.
12. Consequently, the pending application, if any, also stands disposed of.

JASMEET SINGH, J

DECEMBER 15, 2025 / (MS)