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

+ **ARB.P. 1597/2025**

**GEODIS INDIA PVT LTD THROUGH ITS AUTHORIZED
REPRESENTATIVE**

.....Petitioner

Through: Mr. Vaibhav Chawla, Mr. Dhruv
Chawla and Mr. Vijay Chawla,
Advocates.

versus

**SAMRAT GEMS IMPEX PVT LTD
THROUGH ITS DIRECTOR**

.....Respondent

Through: Mr. Tavish B. Prasad, Advocate.

**CORAM:
HON'BLE MR. JUSTICE AMIT BANSAL**

**ORDER
26.09.2025**

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1. This petition under Section 11(6) of the Arbitration and Conciliation Act, 1996 [hereinafter 'the Act'], has been filed seeking appointment of an Arbitrator for adjudication of disputes between the parties arising out of Credit Application Form dated 10th September, 2024 (hereinafter 'the Agreement').

2. Counsel for the petitioner states that the Agreement contains an arbitration clause, i.e. Clause 9, which provides for adjudication of disputes arising between the parties by arbitration. Clause 9 of the Agreement is set out below:

"9. All disputes under this service agreement shall be governed by the Laws of India with Courts in New Delhi having sole jurisdiction on the matters. All disputes at first stage shall be resolved through mutual



discussion between the parties. In the event dispute remain unsolved within 30 days of intimation, the dispute shall be sent for resolution through sole Arbitrator appointed by Indian Council of Arbitration (ICA), New Delhi through Arbitration & Conciliation Act, 1996 (as amended) the venue and seat of arbitration shall be New Delhi Only. The award passed by arbitrator shall be final and binding.”

3. He further states that since there were disputes between the parties, the petitioner sent a notice dated 23rd June, 2025 to the respondent under Section 21 of the Act, invoking the aforesaid arbitration clause.

4. The respondent replied to the said invocation notice on 1st August, 2025 and disputed the unilateral appointment of the Arbitrator.

5. Mr. Tavish B. Prasad, Advocate appears on behalf of the respondent and submits that he has no objection to the appointment of an Arbitrator subject to the stipulation that all rights and contention of the respondent shall remain open.

6. Accordingly, the dispute between the parties under the Agreement is referred to the Arbitral Tribunal comprising of a Sole Arbitrator. The following directions are issued in this regard:

a. Ms. Michelle Biakthansangi Das, Advocate (Mobile No.: +91-9953911115) is appointed as a Sole Arbitrator to adjudicate the disputes between the parties.

b. The Arbitrator is requested to furnish a declaration in terms of Section 12 of the Act prior to entering into the reference. In the event there is any impediment to the Arbitrator's appointment on that count, the parties are given liberty to file an appropriate application before this Court.

c. The remuneration of the Arbitrator shall be in terms of



Schedule IV of the Act.

d. The parties shall approach the Arbitrator within two (2) weeks from today.

7. It is made clear that all the rights and contentions of the parties, including preliminary objections with regard to arbitrability of any of the claims as well as claims/ counter-claims of either of the parties on the merits of the dispute including the defence of the respondent that no amount is due and payable to the petitioner, are left open for adjudication by the Arbitrator.

8. The petition stands disposed of in the aforesaid terms.

9. Needless to state, nothing in this order shall be construed as an expression of this Court on the merits of the case.

AMIT BANSAL, J

SEPTEMBER 26, 2025
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