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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**
+ **ARB.P. 1713/2024**

GUJRAL AND SON MOTI MAHAL DELUX LLP.....Petitioner
Through: **Mr. M.P. Bhargava, Advocate.**

versus

SHAHBAZ HASIBRespondent
Through: **None.**

CORAM:
HON'BLE MR. JUSTICE MANOJ KUMAR OHRI

% **ORDER**
27.02.2025

1. By way of present petition filed under Section 11 of the Arbitration and Conciliation Act, 1996 (hereinafter, referred to as the 'A&C Act'), the petitioner seeks appointment of Arbitral Tribunal comprising of a Sole arbitrator, to adjudicate the disputes between the parties.
2. Learned counsel for the petitioner submits that the parties entered into a Franchise Agreement dated 16.10.2023, Clause 25.1 whereof provides for the disputes with respect to the said Agreement shall be resolved through arbitration, to be held in accordance with provisions of the A&C Act. It further stipulates New Delhi as the seat and venue of arbitration.
3. The petition is accompanied by notice dated 24.07.2024 issued under Section 21 of the A&C Act, to which no reply was received.
4. Learned counsel for the petitioner submits that an affidavit of service has been placed on record, as per which, the respondent was served by way of speed post. The affidavit is also accompanied by a tracking report, which



shows that the item could not be delivered on account of refusal of service. Additionally, the respondent has been served by way of email and as per the affidavit, the said email has not bounced back. Considering the aforesaid, the respondent is deemed to be served.

5. Today, neither the respondent is represented nor any reply has been filed on his behalf. In light of the above, it appears that the respondent has no objection to the reference of disputes to the Arbitrator.

6. Considering the aforesaid, this Court finds no impediment in referring the disputes between the parties to a Sole Arbitrator. Accordingly, present petition is disposed of with the following directions :-

- i) Mr. Milind Jain, Advocate (Mob: 9999700647, email: milindjain87@yahoo.co.in) is appointed as the 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'). The remuneration of the learned Arbitrator shall be in terms of DIAC (Administrative Cost and Arbitrators' Fees) Rules, 2018 or as the parties may agree.
- iii) The learned Arbitrator shall furnish a declaration in terms of Section 12 of the Act prior to entering into the reference.
- iv) It is made clear that all the rights and contentions of the parties, including on the existence and validity of the Arbitration agreement, arbitrability of any of the claim/counter claim, any other preliminary objection, need and legality of interim relief, as well as contentions on merits of the dispute by either of the parties, are left open for adjudication by the learned arbitrator.



v) The parties shall approach the learned Arbitrator within two weeks from today.

MANOJ KUMAR OHRI, J

FEBRUARY 27, 2025

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