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

+ **ARB.P. 1720/2024**

PRATEEK WALIA

.....Petitioner

Through: Mr. Divyam Agarwal, Mr. Rohan Chandra, Mr. Kshitiz Jain, Ms. Ananya Mago, Advocates

versus

NIPUN BHATIA

.....Respondent

Through: Mr. Siddhartha Verma, Adv. for R-1
Mr. Shubham Pandey, Advocate for R-2

CORAM:

HON'BLE MR. JUSTICE SUBRAMONIUM PRASAD

ORDER

13.02.2025

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1. This Petition has been filed under Section 11(6) of the Arbitration and Conciliation Act, 1996 seeking appointment of an Arbitrator to adjudicate upon the disputes which have arisen between the parties under the Partnership Deed dated 25.10.2021 to form a partnership firm viz., The Great Escape, Jibhi paradise and run a business of Cafe and stay situated at Jibhi, Himachal Pradesh.

2. Initially the instant petition had been filed by impleading one of the parties. The memo of parties was amended and Respondent No.2 who is the other party has been impleaded in the array of parties. It is stated that disputes concerning the operation and finances of the business have arisen between the parties. It is stated that since disputes have arisen between the



parties under the Partnership Deed dated 25.10.2021, the Petitioner *vide* Notice dated 07.09.2024 invoked arbitration under Section 21 of the Arbitration & Conciliation Act.

3. Clause 17 of the Partnership Deed dated 07.09.2024 contains an Arbitration Clause, which reads as under:-

“17. That if any dispute, doubt or difference may arise, either before or after the expiration or determination of this Firm between the Partners relating to construction of this Deed, Firm's property, liability, credits or feels or to any of the Firm's accounts, business or transactions whatsoever, every such dispute, doubt or difference will be referred to one or more arbitrator or arbitrators, who will be constituted according to Arbitration Act, 1996 and whose award will be final and conclusive in respect of the points referred to such arbitration. Such arbitrator will be appointed with the consent of 2/3rd partners.

During, the dispute amongst the Partners, no partner will be entitled to freeze the banking account in the name of the Firm and all the disputes shall be settled at Delhi Jurisdiction. The business under such circumstances shall be run and carried out by the remaining Partners.”

4. Notice in the present Petition was issued on 28.10.2024. Mr. Siddhartha Verma & Mr. Shubham Pandey, learned Counsels enters appearance on behalf of the Respondents No.1 and 2 respectively. Service is therefore complete.

5. During the course of hearing, respective Counsel for the parties jointly request that an independent Sole Arbitrator be appointed to adjudicate the disputes between the parties.



6. In view of the fact that there are disputes between the parties, this Court is inclined to refer the matter to Delhi International Arbitration Centre (DIAC).

7. Accordingly, the Delhi International Arbitration Centre (DIAC) is requested to appoint an Arbitrator to adjudicate upon the disputes between the Parties.

8. The arbitration would take place under the aegis of the Delhi International Arbitration Centre (DIAC) and would abide by its rules and regulations. The learned Arbitrator shall be entitled to fees as per the Schedule of Fees maintained by the DIAC.

9. The learned Arbitrator is also requested to file the requisite disclosure under Section 12(2) of the 1996 Act within a week of entering on reference.

10. All rights and contentions of the parties in relation to the claims/counter-claims are kept open, to be decided by the learned Arbitrator on their merits, in accordance with law.

11. Needless to say, nothing in this order shall be construed as an expression of this Court on the merits of the contentions of the parties.

12. In the meantime, it is open for the parties to explore the possibilities of settlement before the appointment of the Arbitrator.

13. The present petition stands disposed of in the above terms along with pending application(s), if any.

SUBRAMONIUM PRASAD, J

FEBRUARY 13, 2025

RJ