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

+ **ARB.P. 1765/2024**

M/S POURING POUNDS INDIA PRIVATE LIMITEDPetitioner

**Through: Mr.Raghav Wadhwa and Ms.Ishita
Kheria, Advocates**

versus

M/S MAIDEN MARKETING INDIA PRIVATE LIMITED

.....Respondent

Through: Appearance not given

CORAM:

HON'BLE MR. JUSTICE MANOJ KUMAR OHRI

ORDER

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27.01.2025

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 constitution 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 had entered into a Marketing Agreement dated 04.11.2020, Clause 13 of which provides for resolution of disputes through arbitration. It further provides that place of arbitration would be at New Delhi.
3. Learned counsel for the petitioner submits that the disputes having arisen between the parties, the petitioner invoked arbitration vide notice dated 07.08.2024, issued under Section 21 of the A&C Act and the parties may be referred to the arbitration.
4. Learned counsel for the respondent submits that he has no objection to the aforesaid reference, subject to all the contentions remaining open,



including the aspect of non-payment of the stamp duty. At this stage, he also submits that the parties may be referred to the mediation to explore the possibility of an amicable settlement.

5. Learned counsel for the petitioner has resisted the aforesaid prayer, stating that the earlier settlement efforts have not led to any fruition. He, however, submits that he has no objection to the matter be referred to the mediation centre to re-explore the possibility of an amicable settlement. He further submits that the parties may be given two weeks' time for the said purpose.

6. Accordingly, list before the *Samadhan*, Delhi High Court Mediation & Conciliation Centre on 28.01.2025. In case, no settlement is arrived at between the parties or there is no express consent to extend the aforesaid time limit, the matter shall stand referred to the arbitral tribunal. In view of the above, the present petition is disposed of with the following directions:

- i) The disputes between the parties under the said agreement are referred to the Arbitral Tribunal.
- ii) Mr. Udian Sharma, Adv, (Mob.No. 9654040605) is appointed as the Sole Arbitrator to adjudicate the disputes between the parties.
- iii) 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.
- iv) The learned Arbitrator shall 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 on merits of the dispute of either of the parties, are left open for adjudication by the learned arbitrator.

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

MANOJ KUMAR OHRI, J

JANUARY 27, 2025

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