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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**
+ **ARB.P. 1931/2024**
NIKHIL THERMOPLAST LTDPetitioner

Through: Mr. Prachi Kataria, Adv.

versus

GYANENDRA GYANIRespondent
Through:

CORAM:
HON'BLE MR. JUSTICE JASMEET SINGH

ORDER
06.10.2025

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1. This is a petition filed under Section 11(6) of the Arbitration and Conciliation Act, 1996 seeking appointment of an Arbitrator to adjudicate the disputes between the parties.
2. The briefs facts are that the respondent is a proprietorship concern of a firm namely M/s GSL Thermoplastics. An Agreement dated 24.06.2025 was entered into between the parties, wherein the respondent was appointed as an agent for selling goods i.e., TPR Compounds for the petitioner Company.
3. The petitioner supplied goods worth Rs. 98.33 lakhs to the respondent through various invoices, out of which the respondent had only made the payment of a sum of Rs.54,78,400/-.
4. The said Agreement contains an arbitration clause being Clause No. 20, which reads as under:

“20. In the event of any dispute or difference any time arising



between the parties hereto as the construction, meaning thing contained herein or the rights and obligation of the parties hereto as, to the interpretation of any of the terms of this Agreement, the same shall be referred to the decision or arbitrations, one to be appointed by each of the parties to the dispute and, if and in so far as such arbitrations shall be unable to agree and as to such matters, so an umpire to be appointed in writing under their hands before entering on the reference and the decision of the arbitrators of the Umpire as the case may be, shall be final and binding on the parties and the provisions of the Indian Arbitration Act, 1940 or other Act in substitution or modification thereof as may be for the time being in force: All proceedings in such arbitration shall be held in Delhi jurisdiction and not elsewhere and the award or award in such arbitration will be made a Rule of the High Court judicature at Delhi at the instance of either party.”

5. Since disputes arose between the parties, the petitioner filed an application under Order XXVII CPC, 1908, which was disposed of in view of the arbitration agreement between the parties. Subsequently, the petitioner invoked arbitration vide legal notice dated 04.03.2024.
6. On the last date hearing, Mr. Mohammad, learned counsel appeared on behalf of the respondent and sought time to file a reply.
7. Neither there is anyone present on behalf of the respondent nor any reply has been filed.
8. I am satisfied that there is a valid arbitration clause and there are disputes pending between the parties which need to be resolved by way of arbitral mechanism.
9. For the said reasons, the petition is allowed and the following directions are issued:-



- i) Mr. Ruchir Mishra (Advocate) (Mob. No. 9811673689) is appointed as a Sole Arbitrator to adjudicate the disputes between the parties.
 - ii) The arbitration will be held under the aegis and rules of the Delhi International Arbitration Centre, Delhi High Court, Sher Shah Road, New Delhi (hereinafter, referred to as the 'DIAC').
 - iii) The remuneration of the learned Arbitrator shall be in terms of DIAC (Administrative Cost and Arbitrators' Fees) Rules, 2018.
 - iv) The learned Arbitrator is requested to 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/counter-claims and merits of the dispute of either of the parties, are left open for adjudication by the learned arbitrator.
 - vi) The petitioner shall approach the learned Arbitrator within two weeks from today.
10. The present petition is disposed of in the aforesaid terms.

JASMEET SINGH, J

OCTOBER 6, 2025/sp