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

+ **ARB.P. 1936/2024**

AJAY MALHOTRA

.....Petitioner

Through: Mr. Abhiesumat Gupta, Advocate

versus

ANNY MALHOTRA & ORS.

.....Respondents

Through: Mr. Vishal Sharma, Advocate

CORAM:

HON'BLE MR. JUSTICE SUBRAMONIUM PRASAD

ORDER

20.03.2025

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1. The Petitioner has approached this Court under Section 11(6) of the Arbitration & Conciliation Act for appointment of an Arbitrator to adjudicate upon the disputes which have arisen between the parties under the Partnership Deed dated 18.06.2013.

2. The Partnership Deed contains an arbitration clause. Clause 12 of the Partnership Deed reads as under:-

“12. That in the event of any dispute which may arise between the parties hereto, howsoever relating to the firm and its business the same shall be referred to arbitration of a common arbitrator if agreed upon, under the provisions of Arbitration & Conciliation Act, 1996 and the decision thus given by the Arbitrator shall be binding and final on both the partners.”

3. Material on record indicates that a petition being OMP(I)(COMM) 141/2024 under Section 9 of the Arbitration & Conciliation Act was filed by



the Respondents before the court of competent jurisdiction being District Judge (Commercial Court), West District, Tis Hazari Courts, Delhi. It is stated that the said petition has been disposed of *vide* Order dated 08.11.2024.

4. Learned Counsel for the Petitioner categorically states that no Arbitrator has been appointed to adjudicate any dispute that has arisen between the parties under the Partnership Deed dated 18.06.2013. The said statement is taken on record.

5. In view of the fact that disputes have arisen between the parties under the Partnership Deed containing an arbitration clause, this Court is inclined to appoint an Arbitrator to adjudicate the disputes between the parties.

6. Accordingly, Ms. Ila Sheel, Advocate (Mob: 9899638795) is appointed as the Sole Arbitrator to adjudicate the disputes that have arisen between the parties.

7. 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.

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

9. 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.

10. 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 and



that this Court has appointed an Arbitrator in view of the existence of an arbitration agreement between the parties.

11. All the objections and the contentions of the Respondent including the arbitrability of the disputes are left open to be raised by the Respondent.

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

SUBRAMONIUM PRASAD, J

MARCH 20, 2025

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