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

+ **ARB.P. 2019/2024**

ISHAAN ASSOCIATES

.....Petitioner

Through: Mr. Mrinal Bharat Ram, Mr. Madhur
Arora, Advs.

versus

INDUS BIRRA BEVERAGES

.....Respondent

Through: Mr. Arun Shrivatsav, Ms. Mimansak
Bhardwaj, Mr. Shubhashish Roy,
Advs.

CORAM:

HON'BLE MR. JUSTICE JASMEET SINGH

ORDER

26.03.2025

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1. This is a petition filed under section 11 of Arbitration and Conciliation Act, 1996 seeking appointment of an Arbitrator to adjudicate the disputes between the parties.

2. The parties entered into an MoU dated 05.09.2022 wherein the petitioner investment into the business of the respondent. The MoU contained arbitration clause being Clause 8 which reads as under:

“8. That in the event of any dispute the matter will be referred to arbitration under the law of arbitration enforced and the arbitration shall be final and binding on both the parties.

That any dispute/difference/claims arising out of or relating to the agreement or interpretation of any provision thereof shall be referred to the sole arbitrator who shall be appointed by the first



party and the arbitration shall be governed by the arbitration conciliation act, 1996 at the jurisdiction of new Delhi and place of arbitration/sitting will be at new Delhi only.”

3. It is stated that the respondent paid 2 cheques of 25 lakhs each to the petitioner pursuant to the MoU which on presentation were dishonoured. Hence, the dispute between the parties. Thereafter, the petitioner invoked arbitration *vide* legal notice dated 23.09.2024.

4. Since the disputes were not settled, the present petition has been filed.

5. Mr. Shrivatsav, learned counsel for the respondent states that there is no dispute between the parties.

6. The reply has been handed over in Court today and the same is taken on record. The same is primarily on the merits of the dispute.

7. I am of the view that the merits of the dispute shall be adjudicated by the learned Arbitrator. The very fact that the petitioner states that the petitioner has to recover Rs. 50 lakhs covered by 2 cheques along with interest *prima facie*, shows the existence of a dispute.

8. For the said reasons, the petition is allowed and disposed of with the following directions:

- i) Mr. Yasir Rauf (Mob. No. 9718141208) is appointed as a 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’).
- 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.

9. Since the respondent has expressed a desire to settle the dispute, the parties are referred to Delhi High Court Mediation and Conciliation Centre and shall appear before the same on 09.04.2025 at 03:30 PM.

10. The Arbitrator appointed shall enter reference after 8 weeks from 09.04.2025 to enable the parties to explore the possibility of a settlement.

11. With these directions, the petition is disposed of.

JASMEET SINGH, J

MARCH 26, 2025/DM

Click here to check corrigendum, if any