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

+ **ARB.P. 1973/2025**

MS. POOJA AVINASH PATHAK

.....Petitioner

Through: Adv. Manya Goel, Adv. Rahul Rai,
Adv. Kanishk Mor & Adv. Kajal Keshwani
versus

MR. MANOJ AGGARWAL

.....Respondent

Through: Mr. Parthesh Bhardwaj and Ms.
Jagriti Jain, Advs.

CORAM:

HON'BLE MR. JUSTICE JASMEET SINGH

ORDER

15.12.2025

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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 for adjudication of disputes between the parties.
2. The brief facts are that the petitioner and the respondent entered into a Partnership under the name and style of M/s TDM Retail Corporation and executed a Partnership Deed dated 01.09.2020.
3. The said Partnership Deed contains an arbitration clause being Clause No. 22, which reads as under:-

“22. That all the disputes and matters connected with this partnership deed or this partnership firm, arising among the parties hereto, whether during or after this partnership, will be referred to arbitration and provisions of Indian Arbitration Act, 1940 then in force will apply. That the provisions of the Indian Partnership Act, 1932 shall otherwise be applicable



and all Jurisdiction will be at Delhi.”

4. Since there were disputes between the parties, the petitioner invoked arbitration *vide* legal notice dated 12.05.2025 and thereafter, filed the present petition.
5. Mr. Bhardwaj, learned counsel appears on behalf of the respondent and has no objection to the appointment of an Arbitrator as long as all claims and counter-claims of the respondent are left open.
6. I am satisfied that there exists a valid arbitration clause and dispute between the parties which need to be adjudicated through the arbitral mechanism.
7. For the said reasons, the petition is allowed and the following directions are issued:-
 - i) Ms. Rachita Garg, Advocate (Mob. No. 7838066417) 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 parties shall approach the learned Arbitrator within two weeks from today.
8. The present petition is disposed of in the aforesaid terms.

JASMEET SINGH, J

DECEMBER 15, 2025 / (MS)