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

+ **ARB.P. 2037/2024**

ANHEUSER BUSCH INBEV INDIA LTDPetitioner

Through: Mr. Anupamlal Das, Senior Advocate
with Mr. Anukul Raj, Ms. Nikita Raj,
Mr. Tushar Bhalla and Mr. Pratik
Sharma, Advocates.

versus

INDO SPIRITRespondent

Through: Mr. Srijan Sinha, Advocate

+ **O.M.P.(I) (COMM.) 287/2024**

ANHEUSER BUSCH INBEV INDIA LTDPetitioner

Through: Mr. Anupamlal Das, Senior
Advocate with Mr. Anukul Raj,
Ms. Nikita Raj, Mr. Tushar
Bhalla and Mr. Pratik Sharma,
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versus

INDO SPIRITRespondent

Through: Mr. Srijan Sinha, Advocate

CORAM:

HON'BLE MR. JUSTICE MANOJ KUMAR OHRI

ORDER

% **13.01.2025**

1. By way of ARB.P. 2037/2024 filed under Section 11(6) 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.

Petitioner has also sought interim relief by way of OMP(I)(COMM) 287/2024 filed under Section 9 of the A&C Act, thereby seeking direction to



the respondent to furnish security for the amount which is in dispute in arbitration.

2. Learned counsel for the petitioner submits that the parties had entered into two Service Agreements dated 01.07.2018 and 17.05.2022 as well as a Distribution Agreement dated 24.11.2021. It is stated that Clause 7 of the Distribution Agreement as well as Clause 26 and Clause 7 of the Service Agreements (dated 01.07.2018 & 17.05.2022 respectively) stipulate resolution of disputes through arbitration and further provide for the seat of arbitration to be at New Delhi.

3. On account of disputes arising between the parties, the petitioner invoked arbitration by issuing a notice dated 29.08.2024 to the respondent under Section 21 of the A&C Act, to which no response has been received till date.

4. After some initial submissions, learned counsels for the parties, on instructions, submit that the Arbitration Agreement not being denied, the disputes arising in the context of two Service Agreements dated 01.07.2018, 17.05.2022 and the Distribution Agreement dated 24.11.2021, be adjudicated through arbitration and the present petition under Section 9 itself be treated as an application under Section 17 of the A&C Act.

5. Considering that both the parties have consented to the reference of the disputes to the Arbitral Tribunal, 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) Ms. Justice Geeta Mittal (Retd.), Former Chief Justice Jammu and Kashmir High Court (Mob: 9818000220) 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 learned Arbitrator shall be entitled to fees as per the Schedule of Fees maintained by the DIAC.

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 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.

6. The petition is disposed of in the above terms.

MANOJ KUMAR OHRI, J

JANUARY 13, 2025/rd