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

+ **ARB.P. 2123/2024 & I.As. 49395/2024, 534/2025**

HONASA CONSUMER LIMITED

.....Petitioner

Through: Ms. Kartika Sharma, Ms. Harsha
Sadhvani and Mr. Sahil Saraswat, Advocates.

versus

GREENZON RECYCLING PRIVATE LIMITED

.....Respondent

Through: Ms. Prena Arora and Mr. Mohd.
Umar, Advocates.

CORAM:

HON'BLE MS. JUSTICE JYOTI SINGH

ORDER

07.04.2025

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1. This petition is preferred on behalf of the Petitioner under Section 11(6) of the Arbitration and Conciliation Act, 1996 ('1996 Act') seeking appointment of a Sole Arbitrator to adjudicate upon the disputes between the parties.

2. It is the case of the Petitioner that it is engaged in business of sale and marketing beauty and personal care products under various brands owned or licensed to it such as 'mamaearth', 'the Derma Co' etc. and it has established its name in the said sector. Respondent is a service provider of sanitisation services and environmentally compliant recycling services with a facility in HD06, UPSIDC Industrial Area, Sikandrabad, Bulandshahr, Uttar Pradesh. On 08.11.2023, a Recycling Agreement was entered into between the parties for disposal and recycling of waste material. As per the



Agreement terms, Respondent was obliged to provide services of collection, transportation and destruction of waste material, amongst other things. Respondent was mandatorily required to provide a Certificate of Destruction (COD) to the Petitioner within ten working days from the date of pickup of the waste material from the Petitioner. This certificate ensures that the waste material has been safely and securely destroyed in addition to ensuring transparency in the process.

3. Petitioner avers that during one of the assignments entrusted to the Respondent, it collected a consignment of goods weighing 152 tonnes on various occasions between 21.11.2023 to 02.01.2024 at various locations such as Haryana, West Bengal and Karnataka, however, Respondent only provided COD for only 99 tonnes leaving a balance stock of 53 tonnes unaccounted for and upon inspection of Respondent's site, 53 tonnes was not found anywhere. On this score and for various other reasons, disputes arose between the parties but Respondent failed to resolve the issues and Petitioner issued a termination notice on 06.08.2024 and invoked arbitration vide notice dated 11.09.2024 in view of arbitration clause 8.5 incorporated in the Recycling Agreement and upon failure of the Respondent to nominate the Arbitrator within 30 days, Petitioner has approached this Court.

4. Upon issue of notice, Respondent had raised a dispute that notice under Section 21 of the 1996 Act was not served which was refuted strenuously by counsel for the Petitioner who submitted that documents on record reflect that Respondent was served both through electronic mode as also through registered post.

5. After canvassing some arguments, learned counsels for the parties jointly propose the name of Mr. Shashank Garg, Senior Advocate for



appointment as Sole Arbitrator to adjudicate the disputes between the parties.

6. Accordingly, with the consent of the parties, Mr. Shashank Garg, Senior Advocate (Mobile No.9811526671) is appointed as Sole Arbitrator to adjudicate the disputes between the parties. Arbitration will be conducted under the aegis of Delhi International Arbitration Centre (DIAC) and as per its procedures. Fees of the learned Arbitrator shall be paid in accordance with DIAC (Administrative Cost and Arbitrators' Fees) Rules, 2018.

7. Learned Arbitrator shall give disclosure under Section 12 of the 1996 Act before entering upon reference.

8. It is made clear that this Court has not expressed any opinion on the merits of the case and all rights and contentions of the parties are left open to be adjudicated by the learned Arbitrator.

9. Petition along with pending applications is disposed of in the aforesaid terms.

JYOTI SINGH, J

APRIL 7, 2025
S.Sharma/shivam