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IN THE HIGH COURT OF DELHI AT NEW DELHI

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ARB.P. 2137/2024

M/S LIVGUARD ENERGY TECHNOLOGIES PRIVATE LIMITED

.....Petitioner

Through: Mr. Amulya Dhingra and Mr.
Diwakar Singh, Advs.

versus

**M/S SHIV SHAKTI AGENCIES THROUGH ITS PROPRIETOR
MR. VISHAL KUMAR GOYAL**Respondent

Through: Mr Sidhant Awasthy and Mr Nikhil
Dhir, Advs.

CORAM:

HON'BLE MR. JUSTICE SUBRAMONIUM PRASAD

ORDER

11.03.2025

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1. The Petitioner has approached this Court under Section 11 of the Arbitration & Conciliation Act for appointment of an Arbitrator to adjudicate upon the disputes which have arisen between the parties under the Agreement dated 18.04.2016 entered into between the parties.

2. It is stated that in terms of the Agreement dated 18.04.2016, the Respondent had purchased goods from the Petitioner and made few part payments and as on 2024, a huge amount remained outstanding being payable by the Respondent towards the Petitioner. It is stated that the Agreement dated 18.04.2016 contains an Arbitration Clause, which reads as under:-

“21. DISPUTE RESOLUTION

21.1. Any and all disputes, controversies and conflicts (“Disputes”) arising out of this Agreement between the parties or arising out of or relating to or in connection



with this Agreement and the performance or nonperformance of the rights and obligations set forth herein or the breach, termination or invalidity thereof shall be referred to the business head of each party to be settled jointly and amicably within 21 days after written notice of such dispute has been given by one party to the other party.

21.2. Failing an amicable settlement of any Dispute pursuant to the above within the specified 21 days period, such Dispute arising out of or relating to this Agreement, shall be settled by arbitration in accordance with the Arbitration and Conciliation Act, 1996 or any statutory amendment thereof. The place of arbitration shall be at Delhi, India and the language used in the arbitral proceedings shall be English.

*21.2. The arbitral tribunal shall consist of one arbitrator to be nominated and appointed by the Company, to which the Authorized Dealer / Distributor hereby agrees. The authority of the Company to appoint the arbitrator and the arbitrator so appointed shall not be objected to or challenged by the Arbitrator Dealer / Distributor in any manner whatsoever.”
.....”*

3. It is the case of the Petitioner that a substantial amount of money is due and payable from the Respondent. It is stated that a cheque amounting to Rs.1,84,27,300/- issued by the Respondent for clearing their liability has been dishonoured and the proceedings under Section 138 of the N.I. Act were initiated by the Petitioner against the Respondent. It is stated that since the disputes have arisen between the Petitioner, the Petitioner *vide* notice dated 22.03.2024 has invoked the arbitration under Section 21 of the Arbitration and Conciliation Act, 1996.
4. Notice in the Petition was issued on 08.01.2025. Service is complete.



5. In view of the fact that the disputes have arisen between the parties under the Agreement dated 18.04.2016 and Clause 21 of the said Agreement contains an Arbitration Clause, this Court is inclined to appoint an Arbitrator to adjudicate upon the disputes which have arisen between the parties.
6. Accordingly, Mr. Uttam Datt, Senior Advocate, (Mob: 9810041776) is appointed as the Sole Arbitrator to adjudicate upon the disputes 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.
11. It is needless to mention here that the Arbitrator can also take steps to try to resolve the disputes between the Parties through Mediation.
12. The present petition stands disposed of in the above terms along with pending application(s), if any.

SUBRAMONIUM PRASAD, J

MARCH 11, 2025

RJ