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

+ ARB.P. 2/2025 & I.A. 21081/2025

M/S LIVFAST BATTERIES PRIVATE LIMITEDPetitioner

Through: Mr. Amulya Dhingra and Mr. Utkarsh
Singh, Advocates

versus

M/S POWER SOLUTION & ANR.Respondents

Through: Mr. Rishabh Kapur and Mr. Tanmay
Gupta, Advocates

(3)

+ O.M.P.(I) (COMM.) 5/2025

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CORAM:

HON'BLE MR. JUSTICE SUBRAMONIUM PRASAD

ORDER

% **19.11.2025**

ARB.P. 2/2025 & I.A. 21081/2025

1. The present petition has been filed under Section 11(6) of the Arbitration and Conciliation Act, 1996 by the Petitioner seeking appointment of an Arbitrator to adjudicate upon the disputes which have



arisen between the parties under an Authorized Dealership/Distributorship Agreement dated 25.10.2018 (*hereinafter referred to as "Agreement"*).

2. Notice was issued in the petition on 07.01.2025. Reply has been filed.

3. Learned Counsel for the Respondents raised two objections. The first objection raised by the learned Counsel for the Respondents is that Respondent No.2 is not a signatory to the Agreement and, therefore, Respondent No.2 cannot be a party to the arbitration. Since Respondent No.2 is not a signatory to the Agreement, the Respondent No.2 is deleted from the array of parties at this stage. It is open for the Petitioner to move an application under Order I Rule 10 of CPC before the Arbitrator for impleadment of Respondent No.2 and it is for the Arbitrator to decide as to whether Respondent No.2 is a necessary party to the arbitration or not.

4. The second objection raised by the learned Counsel for the Respondents is regarding stamping in the Agreement. He states that, at this juncture, he is not pressing the said objection and leaving it open to be raised at an appropriate stage.

5. Clause 21 of the Agreement dated 25.10.2018 contains an arbitration clause. The said clause indicates that all the disputes arising out of the said Agreement would be referred to arbitration. The seat of the arbitration has been designated in Delhi. A notice dated 21.10.2024 under Section 21 of the Arbitration and Conciliation Act, 1996 was sent by the Petitioner to the Respondents invoking Arbitration and claiming a sum of Rs.5,19,05,086/- which according to the Petitioner is due and payable by the Respondents.

6. In view of the fact that disputes have arisen between the parties and the Agreement contains an arbitration clause, this Court is inclined to appoint an Arbitrator to adjudicate upon the disputes between the parties.



7. Accordingly, Mr. Raghenth Basant, Senior Advocate (Mob. No.9871113259) is appointed as the Sole Arbitrator to adjudicate upon the disputes between the parties.

8. 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.

9. The learned Arbitrator is also requested to file the requisite disclosure under Section 12(2) of the 1996 Act within two weeks of entering on reference.

10. 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.

11. 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.

12. The petition stands disposed of in the above terms, along with pending application(s), if any.

O.M.P.(I) (COMM.) 5/2025

1. The present petition under Section 9 of the Arbitration and Conciliation Act, 1996 has been filed by the Petitioner with the following prayers:

“a) Pass an ad interim order/direction to the respondents to disclose on oath all of their movable and immovable assets; and

b) Pass an order of attachment for the respondent’s immovable property i.e. shop/office/warehouse of the respondents at Dr Bal Krishan Road, Krishna Nagar,



Hoshiarpur, Punjab - 146001; and

c) Pass orders of attachment of the respondent's assets, as disclosed, to the extent of ₹ 6,51,40,883/- (Rupees Six Crore Fifty-One Lakh Forty Thousand Eight Hundred Eighty Three Only) to secure the petitioner's interest during the pendency of this arbitration. ; and

d) Pass an order directing the respondents to either provide, sufficient security against the amount of ₹ 6,51,40,883/- (Rupees Six Crore Fifty-One Lakh Forty Thousand Eight Hundred Eighty Three Only) which is lawfully due and payable by the respondent to the petitioner or bank guarantee of equivalent amount and/or pledging fixed deposit receipts and/or any other adequate sufficient security as this Hon'ble Court may deem fit and proper in the circumstances of the case before this Hon'ble Court to secure the eminent award; and

e) Pass an ex-parte order in terms of prayer above; and/or

f) Pass such order or orders as this Hon'ble Court deems fit in the facts and circumstances of this case to meet the ends of justice."

2. This Court on 07.01.2025 had passed the Interim Order in the said petition. Paragraph No.4 of the said Order reads as under:

4. In view of the fact that two cheques bearing No.000050 dated 27.08.2024 for Rs.2,78,37,513/- and No.000052 dated 27.08.2024 for Rs.2,40,67,573/- issued by the Respondents to the Petitioner have been returned as dishonoured, the Petitioner has made out a prima facie case for grant of stay restraining the Respondents from creating any third party rights over the property in question. The Respondents are



restrained from creating any third party rights over the property in question till the next date of hearing.”

3. This Court appointed an Arbitrator in ARB.P. 2/2025 filed by the Petitioner to adjudicate upon the disputes between the parties.
4. The Arbitrator is requested to consider the present petition filed under Section 9 as one filed under Section 17 of the Arbitration and Conciliation Act, 1996 and decide the same in accordance with law, preferably within four weeks from today.
5. Learned Counsel for the Respondents states that the property in question has already been sold prior to passing of the Interim Order dated 07.01.2025. It is open for the Respondents to raise all these objections before the Arbitrator and it is for the Arbitrator to decide and take his own view on the basis of weight of the evidence to be led before the Arbitrator.
6. It is made clear that this Court has not made any observations on the merits of the case.
7. With these observations, the petitions are disposed of, along with pending application(s), if any.

SUBRAMONIUM PRASAD, J

NOVEMBER 19, 2025

S. Zakir