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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**
+ **ARB.P. 39/2025**
M/S D.R. JOHNS LAB HEALTHCARE PVT. LTD

.....Petitioner

Through: Mr. Ashok Chhabra, Adv.

versus

M/S. PARIMAIA ENTERPRISES

.....Respondent

Through: Mr. Saket Gogia, Ms. Sheetal
Maggon, Ms. Gauri Pande, Mr. Man
Singh, Advs.

CORAM:
HON'BLE MR. JUSTICE JASMEET SINGH

ORDER
13.05.2025

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1. This is a petition filed under Section 11 of Arbitration and Conciliation Act, 1996 seeking appointment of an Arbitrator to adjudicate the disputes between the parties.
2. The petitioner and the respondent entered into an Agreement dated 15.07.2025 wherein the respondent was appointed as a Super Stockist of the petitioner. The said Agreement contains an arbitration clause being Clause No. 23 which reads as under:

“23. Any dispute with regard to the interpretation of the clauses , of this agreement or any of the difference arising during the tenure of this agreement will be governed by the Provisions of the arbitration and conciliation Act 1996 (Act of 26 of 1996 and statutory amendments passed from time to



time thereto). Each of the party of the first part and the second part shall nominate one arbitrator and the third arbitrator shall be nominated from the panel of arbitration by the mutual consent of the other two arbitration. Any dispute relating to award and any suit either criminal or civil in nature will be subject to Delhi Jurisdiction."

3. The petitioner invoked arbitration vide legal notice dated 18.02.2017 and thereafter, appointed a Sole arbitrator who passed an Award. The respondent filed a petition under section 34 of Arbitration and Conciliation Act, 1996 before the District Judge, Commercial, Saket wherein an order dated 18.04.2024 was passed and the Award was set aside in view of the judgment of "**Perkins Eastman Architects DPC & Ors. vs. HSCC (India) Ltd.**" (2020) 20 SCC 760.
4. Thereafter, the petitioner sent a notice dated 23.05.2024 suggesting the name of an arbitrator and filed the present petition.
5. Ms. Maggon, learned counsel for the respondent states that the claims of the petitioner are not maintainable, the respondents have counter claims and there are procedural lapses on behalf of the petitioner for which the respondent will have to bear extra cost as well as the interest.
6. She further states that all these submissions may be left open to be decided by the arbitrator.
7. In view of the fact that there are disputes between the parties and Clause no. 23 which contemplates settlement of all disputes through arbitral mechanism, I am inclined to allow the petition.
8. For the said reasons, the petition is allowed and the following directions are issued:-



- i) Ms. Gayatri Aryan (Advocate) (Mob. No. 9971054995) 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 including all submissions made herein above 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.
9. The present petition is disposed of in the aforesaid terms.

JASMEET SINGH, J

MAY 13, 2025/sp

Click here to check corrigendum, if any