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

+ **ARB.P. 77/2025**

MANOHAR FILAMENTS PVT LTD

.....Petitioner

Through: Mr. Rakesh Kumar, Mr. Sumit
Kumar, Advs.

versus

MODELAMA EXPORTS PVT LTD

.....Respondent

Through: Mr Sumit Gehlot, Mr Raghav
Chawla, Advocates

CORAM:

HON'BLE MR. JUSTICE SUBRAMONIUM PRASAD

ORDER

% **14.01.2025**

I.A. 711/2025 (Exemption)

Allowed, subject to all just exceptions.

ARB.P. 77/2025

1. This Petition has been filed under Section 11(6) of the Arbitration and Conciliation Act, 1996 seeking appointment of an Arbitrator as per the Arbitration Clause contained in the Purchase Orders placed by the Respondent herein.

2. It is stated that the Respondent herein places several purchase orders from time to time to the Petitioner herein to purchase the Printed Paper Tag/Bar Code Sticker, Woven Fabrics EMB Patch, Embroidery Patches/Badges etc. It is stated that the Petitioner raised the bills/invoices against the good supplied. However, the Respondent was not able to clear the dues. It is stated by the learned Counsel for the Petitioner that as on date



Rs.24,99,284/- is due and payable by the Respondent. It is stated that since the amount was not being paid by the Respondent, the Petitioner herein approached the District Court by filing CS(COMM)517/2021 for recovery of the amounts. It is stated that the Respondent herein filed an application under Section 8 of the Arbitration Act and the same was allowed. The Petitioner has, thereafter, approached this Court by filing the present Petition.

3. Issue Notice.

4. Learned Counsel for the Respondent accepts notice. He states that the claim of the Petitioner is barred by limitation.

5. In view of the fact that Respondent had filed an application under Section 8 of the Arbitration Act before the District Court, it means that the Respondent had actually acceded to the disputes being referred to the Arbitration. However, this does not mean that the Respondent has waived the case of limitation. It is always open for the Respondent to file an appropriate application before the learned Arbitrator to state that the claim of the Petitioner is barred by limitation.

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

7. Accordingly, Mr. Karan Mehra, (Adv.) (Mobile No.9810221106) is appointed as an 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 a week 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 present petition stands disposed of in the above terms along with pending application(s), if any.

SUBRAMONIUM PRASAD, J

JANUARY 14, 2025

Rahul