



\$~29

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

+ **ARB.P. 93/2025**

MAMTA JAIN & ANR.

.....Petitioner

Through: Mr. Vivek Sharma, Ms. Mamta
Gautam, Mr. Aditya Jain, Advs.

versus

ROAD MASTER AUTOTECH PVT. LTD.

.....Respondent

Through:

CORAM:

HON'BLE MR. JUSTICE JASMEET SINGH

ORDER

26.03.2025

%

1. This is a petition filed under Section 11(6) of the Arbitration and Conciliation Act, 1996 seeking appointment of an Arbitrator for adjudication of disputes between the parties.
2. The petitioners, in the present case, are the partners of MT Ventures. The parties entered into a CNF Agreement dated 01.01.2022 under which the petitioner became a franchise of the respondent for the purposes of selling cycles and ancillary accessories. The said Agreement contained arbitration clause being clause No. 24 which reads as under:-

***“24 GOVERNING LAW AND DISPUTE
RESOLUTION***

This Agreement shall be governed by, construed, enforced and performed in accordance with the laws of India.

All disputes, differences, disagreements, controversies or claims arising out of or in connection with this Agreement shall be settled amicably through consultation between the Parties. If the Parties fail to reach an amicable settlement



within 15 days of a written request for such consultation being served by either Party on the other, all such disputes and differences arising out of or in relation to this Agreement, including the validity, effect and interpretation thereof, shall be resolved by sole arbitrator to be appointed by the Company in accordance with the provisions of the Arbitration and Conciliation Act, 1996 or any statutory modification or reenactment thereof for the time being in force.

The seat and venue of Arbitration shall be at Delhi and conducted in the English language. The decision or award of the Arbitrator shall be final and binding on the Parties hereto. The Arbitrator will conclude the proceedings expeditiously and each Party will bear its own cost. In connection with the arbitration, the Courts at Delhi will have exclusive jurisdiction for enforcement of the Award, and/or applications for interim reliefs. However, Company may, at its option, file proceedings in any other court of competent jurisdiction.”

3. Since there were disputes between the parties, the petitioner invoked arbitration *vide* legal notice dated 20.07.2024. The same was pursuant to the liberty granted to the petitioner by the Hon'ble Supreme Court in its order dated 09.07.2024 passed in SLP(C) 22404/2024.
4. My attention has been drawn to the master data of the respondent company maintained with the Ministry of Corporate Affairs where the email ID of the respondent is shown as gyansingh986@gmail.com.
5. I am satisfied that the respondent has been served. Despite service, there is nobody appearing on behalf of the respondent.
6. I am also satisfied that there are disputes pending between the petitioner and the respondent and the same needs to be resolved through arbitration process.



7. For the said reasons, the petition is allowed and the following directions are issued:-
- i) Mr. Amol Sinha (Advocate) (Mob. No. 9560020333) is appointed as a Sole Arbitrator to adjudicate the disputes between the parties.
 - ii) The arbitration will be held under the aegis 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 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.
8. The present petition is disposed of in the aforesaid terms.

JASMEET SINGH, J

MARCH 26, 2025 / (MS) [Click here to check corrigendum, if any](#)