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

+ **ARB.P. 218/2025**

SANDEEP DESWAL

.....Petitioner

Through: Mr. Punit, Advocate (Through VC)

versus

ASHOK KUMAR GUPTA

.....Respondent

Through: Mr. D. Gupta, Advocate (Through VC)

CORAM:

HON'BLE MS. JUSTICE MANMEET PRITAM SINGH ARORA

ORDER

% **03.04.2025**

1. This is a petition filed under Section 11(6) of the Arbitration and Conciliation Act, 1996 ('the Act of 1996') seeking seeks appointment of an Arbitral Tribunal comprising of a sole arbitrator to adjudicate the disputes between the parties.

2. It is stated in the petition that the disputes between the parties arise out of the Collaboration Agreement dated 25.07.2022 ('Agreement'). It is stated that the said Agreement contains an arbitration clause [Clause 11], which provides for adjudication of disputes by arbitration. The said clause reads as under:

"11. That in any case of dispute in between the parties in respect to the said agreement of any matter incidental thereto, the matter will be referred to a mutually appointed arbitrator, whose decision in the matter will be final and binding in between the parties and no party will have the right to challenge such decision of the arbitrator in any court of law."

3. Learned counsel for the Petitioner states since there were disputes between the parties, therefore, the Petitioner invoked the said arbitration clause vide legal notice dated 19.08.2024.



4. He states despite Petitioner's request, the Respondent did not consent to constitute the Arbitral Tribunal, therefore, in these circumstances, the Petitioner has been constrained to approach this Court under Section 11 of the Act.

5. Learned counsel for the Respondent states that he does not dispute the existence of the arbitration agreement. He accedes to the appointment of a Sole Arbitrator to adjudicate the disputes between the parties.

6. The counsel for the parties jointly request that since the claim amount is a sum of Rs. 12 lakhs, therefore, an Advocate may be appointed as an Arbitrator. The parties are also agreeable that the arbitration be conducted under the aegis of the Delhi International Arbitration Centre ('DIAC').

7. This Court has considered the submissions of the parties. Since there is no controversy as regards existence of an arbitration agreement, there is no impediment in appointing an Advocate as a Sole Arbitrator to adjudicate the dispute between the parties.

8. In view of the above, the disputes between the parties under the said agreement are referred to the arbitral tribunal with the following directions:

- a) Ms. Aakansha Kaul, Advocate (D-1407/11), (Mob. No. 9818131566; E-mail: aakankshakaul154@gmail.com) is appointed as a Sole Arbitrator to adjudicate the disputes between the parties.
- b) The arbitration will be held under the aegis of, and as per rules of the DIAC. The remuneration of the learned Arbitrator shall be in terms of Schedule IV of the Act of 1996.
- c) The learned Arbitrator is requested to furnish a declaration in terms of Section 12 of the Act of 1996 before entering into the reference.
- d) List before the DIAC on **06.05.2025** at **10:30 AM** for a preliminary



hearing to be presided over by the Arbitrator.

- e) The Petitioner shall file its statement of claim within four (4) weeks as per the rules of DIAC.
- f) It is made clear that all the rights and contentions of the parties, including as to the arbitrability of any of the claims and counter-claims, any other preliminary objection, as well as claims on merits of the dispute of either of the parties, are left open for adjudication by the learned arbitrator.

9. Needless to say, nothing in this order shall be construed as an expression of this court on the merits of the case.

10. The registry is directed to send a copy of this order to DIAC and the Sole Arbitrator.

11. With the aforesaid direction, the petition stands disposed of.

12. The digitally signed copy of this order, duly uploaded on the official website of the Delhi High Court, www.delhihighcourt.nic.in, shall be treated as a certified copy of the order for the purpose of ensuring compliance. No physical copy of order shall be insisted by any authority/entity or litigant.

MANMEET PRITAM SINGH ARORA, J

APRIL 3, 2025/rhc/ms