



ARB-178-2024

-1-

**IN THE HIGH COURT OF PUNJAB AND HARYANA
AT CHANDIGARH**

271

ARB-178-2024

Date of Decision: 09.01.2025

Delhivery Limited

...Applicant

Versus

St. International Express

...Respondent

CORAM: HON'BLE MR. JUSTICE JAGMOHAN BANSAL

Present: - Mr. Sahil Garg, Advocate for the applicant

Mr. Abhishek Sharma, Advocate and

Mr. Achint Kumar, Advocate for the respondent

(through video conferencing)

JAGMOHAN BANSAL, J. (Oral)

1. Through instant application under Section 11(6) of the Arbitration and Conciliation Act, 1996 (for short '1996 Act'), the applicant is seeking appointment of an Arbitrator.

2. The parties entered into agreement dated 22.11.2021 (Annexure P-1). A dispute erupted between the parties. There is an arbitration clause in the aforesaid agreement. The execution of agreement, arbitration clause therein and service of notice under Section 21 of 1996 Act is not disputed.

3. Reply filed by the respondent is taken on record. Registry is directed to tag the same at an appropriate place.

4. Learned counsel for the respondent submits that as per Clause 19 of the agreement, Delhi High Court has jurisdiction and this Court lacks jurisdiction to entertain the instant application.

5. The respondent is relying upon Clause 19 of the agreement whereas Clause 18 is arbitration agreement which provides that venue/seat



of the arbitration shall be Gurugram. For the ready reference, Clause 18 and 19 of the agreement are reproduced as below: -

“18. DISPUTE RESOLUTION:

All disputes arising out of or in relation to this Agreement, including any question regarding its existence, validity or termination, which cannot be amicably resolved by the Parties within 15 days of being brought to their attention, such 15 (fifteen) day period is referred to as the “Consultation Period”), and if such dispute is still not resolved, the dispute shall be settled by arbitration governed by the provisions of Arbitration and Conciliation Act, 1996. The Parties mutually agree to appoint a sole arbitrator. The venue/seat of Arbitration shall be Gurgaon and the language of arbitration shall be English.

19. GOVERNING LAW AND JURISDICTION:

This Agreement, the construction and enforcement of its terms and the interpretation of the rights and duties of the Parties hereto shall be governed by the laws of India and shall be subject to the jurisdiction of courts in New Delhi. This Agreement is executed in English language which shall prevail over any translation thereof.”

6. In view of Clause 18 of the agreement, this Court has jurisdiction to make appointment under Section 11(6) of 1996 Act.

7. Conditions to invoke power conferred by Section 11(6) of 1996 Act stand satisfied, thus, I hereby appoint a sole Arbitrator to adjudicate the dispute between the parties.

8. Mr. Justice Adarsh Kumar Goel, Retired Judge of Supreme Court, residing at C-2/24, Safdarjung Development Area, New Delhi-110016, Mobile No.9910213040 is hereby appointed as a Sole Arbitrator to adjudicate the dispute between the parties, subject to compliance of statutory requirements. The learned Arbitrator is requested to comply with mandate of Section 12 of 1996 Act before proceeding further.

**ARB-178-2024****-3-**

9. Parties are directed to appear before the learned Arbitrator on date, time and place to be fixed by the Arbitrator at his convenience.

10. The Arbitrator shall be paid fee in accordance with the Fourth Schedule of the Act, as amended.

11. The Arbitrator is requested to complete the proceedings as per time limit specified under Section 29-A of the 1996 Act.

12. Needless to mention, parties would be at liberty to raise all the claims/defences/counter claims/pleas before the Arbitrator. Any observation made hereinabove will not be binding on the learned Arbitrator.

13. A request letter along with copy of this order be sent to Mr. Justice Adarsh Kumar Goel.

(JAGMOHAN BANSAL)
JUDGE

09.01.2025
Mohit Kumar

Whether speaking/reasoned	Yes/No
Whether reportable	Yes/No