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

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*Date of decision: 31.08.2021*

+ ARB.P. 744/2021

AKASH AGRAWAL

..... Petitioner

Through

Ms.Mayanka Dhawan, Adv.

versus

RECKITT BENCKISER INDIA PVT LTD

..... Respondent

Through

Mr.R.Jawahar Lal, Mr.Siddharth  
Bawa, Mr.Anuj Garg & Mr.Mohit  
Sharma, Advs.

**CORAM:**

**HON'BLE MR. JUSTICE SURESH KUMAR KAIT**

**J U D G M E N T** (oral)

1. Present petition has been filed under Section 11(6) of the Arbitration and Conciliation Act, 1996 seeking appointment of arbitrator to adjudicate the disputes between the parties under Consultancy Agreement dated 22.10.2019.

2. Petitioner claims to be a leading consultant having experience and specialised knowledge of more than 2 decades in the field of retail including online and institutional business, marketing and brand development. He is engaged in assisting and advising various corporate entities to expand their

business and has experience of working with various Fortune 100 Global Brands. The respondent is a company incorporated under the Companies Act, 2013 and is engaged in manufacturing/marketing of diverse range of health, homecare and hygiene products.

3. On 22.10.2019, the petitioner and the respondent entered into a Consultancy Agreement wherein petitioner was appointed as a Consultant of respondent for a fixed period from 22.10.2019 to 31.12.2020. However, certain differences and disputes arose between the parties, as the respondent failed to clear the variable fee amounting to ₹20,00,000/- (Rupees Twenty Lacs only) due on the petitioner under Consultancy Agreement.

4. According to the petitioner, several emails were addressed to the respondent requesting to clear the amount, however, respondent did not respond to the same. Thereafter, the respondent sent an e-mail to the petitioner on 27.03.2021 offering him a settlement amount of ₹7,50,000/- (Rupees Seven Lacs Fifty Thousand only) as a goodwill gesture against the due amount of ₹20,00,000/-.

5. However, on 06.04.2021, petitioner served a legal notice to the respondent calling upon to pay a sum of ₹20,00,000/- along with interest @ 18% p.a. within 7 days of receipt thereof, failing which the petitioner

proposed name of a retired judge to act as sole arbitrator to adjudicate the disputes between the parties.

6. In reply to the legal notice of petitioner, respondent sent a misconceived reply dated 28.04.2021, refuting the claim of petitioner and agreed to refer the disputes to arbitration.

7. Today, learned counsel for the petitioner prays for appointment of sole independent arbitrator. The aforesaid submission is not disputed by learned counsel appearing on behalf of the respondent.

8. Accordingly, **Mr. Amrit Pal Singh Gambhir, Advocate (Mobile: 9810082347)** is appointed sole Arbitrator to adjudicate the disputes between the parties. The arbitration shall be conducted under the Delhi International Arbitration Centre (DIAC). The fee of the Arbitrator shall be in accordance with the schedule of fees prescribed under the Delhi International Arbitration Centre (DIAC) (Internal Management) Rules and Delhi International Arbitration Centre (Administrative Cost and Arbitrators' Fees) Rules, 2018.

9. The learned Arbitrator shall ensure compliance of Section 12 of Arbitration and Conciliation Act, 1996 before commencing the arbitration.

10. A copy of this order be sent to the learned Arbitrator for information.
11. The petition is accordingly disposed of.

**(SURESH KUMAR KAIT)**  
**JUDGE**

**AUGUST 31, 2021**  
ab/r

