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* IN THE HIGH COURT OF DELHI AT NEW DELHI
+ ARB.P. 36/2023
ALLCARGO LOGISTICS LTD Petitioner
Through: Mr. Saket Agarwal with Ms.
Diptiman Acharyya, Advocates.
versus
AMIGO CONNECT Respondent
Through: Mr. Vinod Sehrawat, Advocate *via*
video-conferencing.

CORAM:

HON'BLE MR. JUSTICE ANUP JAIRAM BHAMBHANI

ORDER

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29.02.2024

By way of the present petition under section 11(6) of the Arbitration & Conciliation Act 1996 ('A&C Act'), the petitioner seeks appointment of a Sole Arbitrator to adjudicate upon the disputes that are stated to have arisen between the parties Word Order dated 'nil'.

2. Notice on this petition was issued on 19.04.2023; consequent whereupon reply dated 26.05.2023 has been filed by the respondent.
3. As per the record, the petitioner invoked arbitration *vide* Notice dated 14.11.2022, to which the respondent has not sent any reply.
4. Insofar as affidavit dated 05.12.2023 filed in compliance of orders dated 21.09.2023 and 06.12.2023 is concerned, as recorded in the previous order dated 02.02.2024, that affidavit is no longer relevant for the present proceedings since the affidavit was called-for in the context of the stamping requirement for an arbitration agreement. That issue need not engage this court any longer in view of the law as now settled by the Supreme Court in *In Re: Interplay between*



Arbitration Agreements under the Arbitration & Conciliation Act, 1996 & the Indian Stamp Act, 1899¹.

5. Mr. Vinod Sehrawat, learned counsel for the respondent submits that the other objection to the present petition is that Work Order dated ‘nil’ issued by the respondent to the petitioner was not ‘signed’ by either of the parties. It is submitted that it is this Work Order that purportedly contains the arbitration agreement, which stipulates that arbitration shall take place in Delhi and also that the courts in Delhi alone shall have the territorial jurisdiction in all matters relating to/or arising from the work order.
6. It is noticed however that section 7 of the A&C Act, in particular section 7(3) read with section 7(4) only require an arbitration agreement to be “in writing”; and the provisions further stipulate that an arbitration agreement is deemed to be in writing *inter-alia* if it is contained in an exchange of telecommunication through electronic means which provides a record of the agreement. Clearly therefore, there is no legal requirement for an arbitration agreement to be ‘signed’, though it is required to be in writing.
7. In view thereof after making some submissions, Mr. Sehrawat submits that they are agreeable to the disputes being referred to arbitration.
8. Upon a conspectus of the averments contained in the petition, the stand taken by the respondent, and the submissions made, this court is satisfied that there is a valid and subsisting arbitration agreement

¹ 2023 SCC OnLine SC 1666



between the parties; that this court has territorial jurisdiction to entertain and decide the present petition; and also that the disputes that are stated to have arisen between the parties, as set-out *inter-alia* in invocation notice dated 14.11.2022, do not appear *ex-facie* to be non-arbitrable.

9. At this stage, learned counsel for the parties also jointly request that this court may appoint an arbitrator; and then refer the matter for arbitration under the aegis of the Delhi International Arbitration Centre, New Delhi ('DIAC'), keeping all their respective factual and legal contentions open.
10. Accordingly, the present petition is allowed and **Mr. Anandh Venkataramani, Advocate (Cellphone No.: +91 9999791427)** is appointed as the learned Sole Arbitrator to adjudicate upon the disputes between the parties; with arbitration proceedings to be conducted under the aegis of the DIAC, in accordance with applicable rules.
11. The learned Arbitrator would furnish to the parties requisite disclosures as required under section 12 of the A&C Act; and in the event there is any impediment to the appointment on that count, the parties are given liberty to file an appropriate application in this court.
12. The learned Arbitrator shall then proceed with the arbitral proceedings in accordance with the rules and regulations of DIAC and subject to arbitrator's fee and arbitration costs, as may be applicable.
13. 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 merits, in accordance with law.



14. A copy of this order be communicated *forthwith* to the Co-ordinator, DIAC, for information and compliance.
15. A copy of this order be communicated by the Registry *via* e-mail to the learned Arbitrator, as also to learned counsel for the parties.
16. The petition stands disposed-of in the above terms.
17. Pending applications, if any, also stand disposed-of.

ANUP JAIRAM BHAMBHANI, J

FEBRUARY 29, 2024

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