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

CNR No. DLHC010138712024

+ **ARB.P. 385/2024**

MUSCLE AND STRENGHT INDIA LLP

.....Petitioner

Through: Mr. Dhurv Shukla, Mr. Ravi P.
Shukla & Mr. Rachit Sharma, Advs.

versus

VISHAL GANGWAR

.....Respondent

Through: Mr. Prashant Kanha, Ms. Vedanshi
Verma, Ms. Nisha Rai, Mr. Rahul
Srivastava, Advs.

CORAM:

HON'BLE MR. JUSTICE AVNEESH JHINGAN

ORDER
31.08.2026

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1. This petition is filed under Section 11 of the Arbitration and Conciliation Act, 1996 (for short 'the Act') for appointment of an arbitrator.
2. The brief facts are that the parties entered into a Franchise Agreement dated 23.11.2022 (for short 'the agreement') for a term of five years under which the respondent operated a franchise outlet of the petitioner at Lucknow. Dispute arose between the parties and the petitioner invoked the arbitration clause under Article XXVIII(4) of the agreement by issuing a legal notice dated 01.09.2023 under Section 21 of the Act. On failure to do the needful, the present petition is filed.
- 2.1 The relevant portion of the arbitration clause in the agreement is



reproduced below:

“Article XXVIII (4)

ARBITRATION: Any and all disputes (“Disputes”) arising out of or in relation to or in connection with this Agreement between the Parties or relating to the performance or non-performance of the rights and obligations set forth herein or the breach, Termination, invalidity or interpretation thereof shall be referred for arbitration in NEW DELHI, India in accordance with the Terms of Indian Arbitration and Conciliation Act, 1996 or any amendments thereof. The language used in the arbitral proceedings shall be English. Arbitration shall be conducted by a sole arbitrator, who shall be appointed by the Franchisor only. The sole arbitrator shall be appointed as per the provisions of Arbitration and Conciliation Act, 1996. The arbitral award shall be in writing and shall be final and binding on each party and shall be enforceable in any court of competent jurisdiction.”

3. Learned counsel for the respondents on instructions has no objection for referring the matter to arbitration and seeks liberty to raise all contentions before the arbitrator.
4. Accordingly, the petition is allowed by appointing Mr. Vidit Gupta, Advocate (Mobile No.: 9910995511) as the sole arbitrator for adjudication of the disputes which have arisen between the parties.
5. The fees of the learned Arbitrator will be governed by Schedule IV of the Act. Before entering upon reference, the learned Arbitrator will comply with Section 12 of the Act.
6. It is made clear that since this Court has not expressed any opinion on the merits of the rival claims of the parties, it will be open for the parties to file their respective claims/counter claims before the learned Arbitrator which will be considered in accordance with law.



7. A copy of this order be forwarded to the learned Arbitrator for information.

AVNEESH JHINGAN, J

AUGUST 31, 2026

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