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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**# **CNR No. DLHC010201472026**+ **ARB.P. 828/2026****24-7 CRICKET GROUP INDIA PVT. LTD. Petitioner****Through: Mr. Devanshi Pokhriyal, Mr.
Devanshu Lahiry, Mr. Garv
Harjai, Mr. Risabh Mishra,
Advs.****versus****CAPAZ INTERIORS PVT. LTD. Respondent****Through: Mr. Ankit Kumar, Mr. Sanjay
Yadav, Advs.****CORAM:****HON'BLE MR. JUSTICE OM PRAKASH SHUKLA****JUDGMENT(ORAL)****% 24.08.2026**

1. The present petition is filed under Section 11(6) of the Arbitration and Conciliation Act, 1996¹ seeking appointment of a Sole Arbitrator to adjudicate the disputes arising out of the Work Order/Agreement for Construction dated 03.09.2025, read with the Purchase Order dated 28.08.2025 and the corresponding Addendum dated 12.01.2026, executed between the parties.

2. Clause 50 of the Work Order, which contains an arbitration agreement between the parties, is reproduced below:

“50. ARBITRATION***Except where otherwise provided in the contract all questions and***

¹ “the Act” hereinafter



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disputes relating to the meaning of Specification, designs, drawings and instructions herein before mentioned and as to the quality of workmanship or materials used on the work as arising out of or relating to the Contract, design, drawings, Specifications, estimates, instructions, orders or those conditions or failure to execute the same whether arising during the progress of the Works or after the completion or abandonment thereof shall be referred to arbitration subject to the provisions of the Arbitration and Conciliation Act, 1996, including any statutory amendments thereto. The courts at New Delhi will have jurisdiction.”

3. In compliance with Section 21 of the Act, the Petitioner invoked the arbitration agreement by issuing a notice dated 30.03.2026.

4. Mr. Ankit Kumar, learned Counsel for the Respondent, submits that he has no objection to the appointment of the learned Sole Arbitrator.

5. It is settled that scope of enquiry in proceedings under Section 11 of the Act is circumscribed to the *prima facie* existence of an arbitration agreement.

6. In the present case, there is no dispute with regard to the existence of an arbitration agreement.

7. Further, the parties are *ad idem* with respect to reference of the disputes to arbitration.

8. Accordingly, Mr. Pradeep Kumar, Advocate (Mobile No. +91-9810243924), is appointed as the Sole Arbitrator to adjudicate the





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disputes arising between the parties.

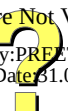
9. The learned Sole Arbitrator will proceed to the arbitration proceedings subject to furnishing requisite disclosures as required under Section 12(2) of the Act within three weeks of entering reference.

10. The arbitration shall be carried under the rules and aegis of Delhi International Arbitration Centre (“DIAC”). The learned Arbitrator shall be entitled to fees as per the Schedule of Fees maintained by the DIAC.

11. It shall be open to the parties to raise all pleas, including objection as to arbitrability and jurisdiction, before the learned Sole Arbitrator who shall decide the same in accordance with law.

12. It is clarified that the observations made herein are only for the purpose of deciding the present petition under Section 11(6) of the Act. The learned Sole Arbitrator shall adjudicate the disputes with claims and counter claims independently and on their own merits, uninfluenced by any observations contained in the present order.

13. The Registry is directed to send a receipt of this order to Mr. Pradeep Kumar, learned Arbitrator through all permissible modes including email.





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14. Accordingly, the present petition is disposed of in the above terms.

OM PRAKASH SHUKLA, J

AUGUST 24, 2026/at