



2026:DHC:7461



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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**# **CNR No. DLHC010308592026**+ **ARB.P. 1180/2026****TRIVENI PATTERN GLASS LTD**

.....Petitioner

Through: **Mr. Vibhor Garg, Ms. Diksha Kakkar and Mr. Ravindra Kumar, Advs.**

versus

TRIVENI GLASS LTD. & ORS.

.....Respondents

Through: **Mr. Omar Ahmad and Mr. Vikram Shah, Advs. for R-1.****Mr. Vikram Shah, Adv. for R-2.****Mr. Tushar Gupta, Mr.****Lakhvinder Singh, Advs. for R-3.****CORAM:****HON'BLE MR. JUSTICE OM PRAKASH SHUKLA****ORDER(ORAL)**

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31.08.2026

The case is being listed today as 27.08.2026 was declared a Holiday vide Notification No. 85/G-4/Genl.-I/DHC dated 21.08.2026.

1. The present petition has been filed under Section 11(6) of the Arbitration and Conciliation Act, 1996¹ seeking appointment of learned Sole Arbitrator in terms of Article 24 of Business Transfer Agreement dated 29.03.2019 read with Clause 15 of the Tripartite Assignment Agreement dated 08.05.2019.

2. The relevant portions are extracted hereinbelow:

Signature Not Verified ¹ "the Act", hereinafter

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“Article 24 - Dispute Resolution

In the event of any dispute or differences arising between the Parties hereto either touching or concerning the construction, meaning or effect of this Agreement or the respective rights and obligations of the Parties hereto, or their enforcement there under, it shall be first settled amicably through discussions and consultation between the Parties. If the dispute is not resolved then it would be referred to Arbitration by appointment of sole Arbitrator in accordance with the provisions of the Arbitration and Conciliation, Act 1996. The arbitration award made by arbitrator shall be final and binding on the Parties and the Parties agree to be bound thereby and to act accordingly. The award shall be enforceable in competent courts of law. The place and seat of Arbitration shall be New Delhi. All the Arbitration proceedings shall be conducted in English language. The award shall be in writing. When any dispute is under arbitration, except for the matters under dispute the Parties shall continue to exercise their remaining respective rights and fulfil their remaining respective obligations under this Agreement during the pendency of the arbitration proceedings.”

“Clause 15 of Tripartite Assignment Agreement

15. That the Parties hereby agree that they shall work together to resolve any disputes that may arise under this agreement or under the BTA and in the event that disputes do arise, which parties are unable to settle amicably, the dispute shall be referred to arbitration as per Arbitration and Conciliation Act, 1996. That the dispute arising out of this Agreement or under the Business Transfer Agreement including its Addendum I shall be referred to a sole arbitrator to be appointed by mutual consent of all the three parties and the place/seat/venue of Arbitration shall be New Delhi.”

3. Learned Counsel appearing for the Respondent No. 2 has raised an objection that Respondent No. 2 is not a party to any of the agreements, so he is not the necessary party.

4. It is well settled that while exercising jurisdiction under Section 11 of the Act, the scope of enquiry is confined to examining the *prima facie* existence of an arbitration agreement.

5. In the present case, there is no dispute with regard to the

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existence of the arbitration agreement *qua* Respondents No. 1 and 3. The parties are *ad idem* with respect to reference of disputes to arbitration.

6. Therefore, this Court finds no impediment in appointing a Sole Arbitrator.

7. The Petitioners claims an amount of Rs. 4,36,03,064/-.

8. Accordingly, Mr. K. Parameshwar, Senior Advocate, (Mob. No. 9958735143) is appointed as a learned Sole Arbitrator to adjudicate the disputes arisen between the parties. The learned Sole Arbitrator shall enter upon the reference within two weeks from today.

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 two 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

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Act. The learned Sole Arbitrator shall adjudicate the disputes 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. K. Parameshwar, learned Arbitrator through all permissible modes including email.

14. As far as Respondent No. 2 is concerned, the Petitioner is at liberty to move an application for impleadment before the learned Sole Arbitrator.

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

OM PRAKASH SHUKLA, J

AUGUST 31, 2026/gunn