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

+ **ARB.P. 341/2025**

DELHIVERY LIMITED

.....Petitioner

Through: Mr. Samarth Kapoor, Advocate.

versus

EXPRESSCART VENTURES PRIVATE LIMITED

.....Respondent

Through: None.

CORAM:

HON'BLE MS. JUSTICE JYOTI SINGH

ORDER

04.08.2025

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1. This petition is filed on behalf of the Petitioner under Section 11(6) of the Arbitration and Conciliation Act, 1996 ('1996 Act') seeking appointment of a sole Arbitrator.

2. To the extent relevant, the facts as pleaded in the petition are that the Petitioner is a logistic service provider and Respondent is engaged in business of transportation, logistic, supply chain and storage. Respondent engaged the delivery and pick-up services of the Petitioner by executing an agreement on 12.12.2023. Petitioner avers that it rendered contractual services to the satisfaction of the Petitioner, without any complaint and raised invoices between 01.03.2024 to 07.08.2024, however, no payment was made. Several communications were exchanged between the parties between 11.04.2024 to 08.08.2024 for payment, however, there was no response from the Respondent. Referring to arbitration Clause 19 in the agreement, Petitioner sent an invocation notice on 29.11.2024 under Section



21 of the 1996 Act, proposing the name of an advocate for appointment as a sole Arbitrator. On failure of the Respondent to consent to the Arbitrator, Petitioner approached this Court.

3. Notice was issued to the Respondent on 19.02.2025 through all permissible modes including *dasti*, returnable on 08.05.2025, on which date Court recorded that as per the affidavit of service filed by the Petitioner, Respondent was served through multiple modes including e-mail, speed post and courier. As order dated 08.05.2025 reflects, the matter was called twice but there was no appearance on behalf of the Respondent even on the second call. In the interest of justice, adverse order was deferred, making it clear that if the Respondent was unrepresented on the next date, it will be set *ex parte*.

4. Even today there is no appearance on behalf of the Respondent. It appears that the Respondent is not interested in contesting the present petition. There is an arbitration clause between the parties which provides for seat of the arbitration at New Delhi. Invocation notice under Section 21 of 1996 Act is duly served on the Respondent. In light of the judgment of the Supreme Court in ***SBI General Insurance Co. Ltd. v. Krish Spinning, 2024 SCC OnLine SC 1754***, this Court finds no impediment in appointing an Arbitrator.

5. Accordingly, present petition is allowed, appointing Mr. Shreyash Choudhary, Advocate (Mobile No. 7011056440) as sole Arbitrator to adjudicate the disputes between the parties. Fee of the Arbitrator shall be fixed as per Fourth Schedule of 1996 Act.

6. Learned Arbitrator shall give disclosure under Section 12 of the 1996 Act before entering upon reference.



7. It is made clear that this Court has not expressed any opinion on the merits of the case and all rights and contentions of the respective parties are left open.
8. Petition is disposed of in the aforesaid terms.

JYOTI SINGH, J

AUGUST 4, 2025/Shivam