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

+ **ARB.P. 467/2025**

GAURAV BANSAL

.....Petitioner

Through: Mr. Tanish Dung, Mr. Mayank
Rajpal and Mr. Naman Gujral, Advs.

versus

HIPPOSTORES TECHNOLOGY PRIVATE LIMITED

.....Respondent

Through: Mr. Harish Malik and Mr. Kushal
Bhattacharjee, Advocates

CORAM:

HON'BLE MS. JUSTICE MANMEET PRITAM SINGH ARORA

ORDER

% **17.07.2025**

1. The present petition has been filed by the Petitioner seeking appointment of an Arbitrator u/s 11(6) of the Arbitration and Conciliation Act, 1996 ('Act of 1996') in terms of the arbitration clause (11) contained in the appointment letter ('Agreement') entered between the parties on 22.04.2019.

2. Mr. Harish Malik, Advocate enters appearance on behalf of Respondent.

2.1 He states that he will file his vakalatnama within one (1) week.

2.2 He states that he does not dispute the existence of the arbitration agreement.

2.3 He states that the invocation of the arbitration agreement in this petition is not in accordance with law as a truncated period of only 7 days



was given to the Respondent to respond.

2.4 He states however, in the peculiar facts of this case the Respondent is not pressing the said plea; however, the same should not be construed as a waiver by the Respondent of the conditions of the arbitration clause in other proceedings containing similar arbitration clause.

2.5 He accedes to the appointment of a Sole Arbitrator to adjudicate the disputes between the parties, without prejudice to the rights and contentions of the Respondent, on the averments made in the petition on the merits of the disputes.

3. Learned counsels for the parties jointly state that the parties are willing to explore mediation and stated that the petition may be disposed of with a reference to Delhi International Arbitration Centre ('DIAC'), albeit with the appointment of Arbitrator being deferred by 8 weeks.

4. Learned counsel for the Respondent states that though the reference is being made through DIAC, liberty may be reserved to the learned arbitrator to hold the session at any other place in the precincts of the Delhi High Court, if there is unavailability of the rooms at DIAC.

5. This Court has been apprised that the claim of the Petitioner is sum of Rs. 8,11,524/-. The parties jointly state that considering the claim amount, an Advocate be appointed as a Sole Arbitrator for the proceedings to be referred to DIAC.

6. Accordingly, with the consent of the parties, the matter is *firstly* referred to the Delhi High Court Mediation and Conciliation Centre ('SAMADHAN').

List before SAMADHAN on **29.07.2025** at **3:30 PM**.

7. The parties and learned Mediator are directed to conclude the



mediation proceedings before 18.09.2025.

The report of the Mediator will be sent by Mediation Centre to the coordinator of DIAC on or before 20.09.2025.

8. In the facts of this case, it is admitted by the parties that there exists a valid arbitration agreement and thus, the parties are hereby referred to arbitration under the aegis of DIAC. However, keeping in view the reference to mediation, the DIAC is directed to appoint an empaneled Advocate as a Sole Arbitrator only in the 3rd week of September 2025.

9. It is directed that in case the parties have not settled the matter in mediation by 18.09.2025, the DIAC will proceed to appoint a Sole Arbitrator and constitute the arbitral tribunal in September 2025. And the parties will appear before the DIAC on **25.09.2025** at **10:30 AM** for a preliminary hearing.

10. The Ld. Arbitrator will be at liberty to call the arbitration proceedings at a venue other than DIAC if there is lack of space.

11. Needless to state that all pleas of parties qua claims and counter-claims are left open and shall be considered in arbitration proceedings.

12. With the aforesaid directions, the petition stands disposed of.

13. Copy of the Order be sent to the Organizing Secretary of SAMADHAN and DIAC for information and compliance.

MANMEET PRITAM SINGH ARORA, J

JULY 17, 2025/hp/AM