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

+ **ARB.P. 525/2025**

JAYESH RADHESHYAM SHRIVASTAVPetitioner

Through: Mr. Tarun Lal and Ms. Shasha Jain,
Advocates.

versus

MEGA MART VENTURES INDIA PRIVATE LIMITED

.....Respondent

Through: Mr. Manish Shukla, Mr. Aditya
Shukla and Mr. Nilesh Tiwari, Advocates.

CORAM:

HON'BLE MS. JUSTICE JYOTI SINGH

ORDER

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31.07.2025

1. This petition is filed by the Petitioner under Section 11(5) of the Arbitration and Conciliation Act, 1996 ('1996 Act') for appointment of a Sole Arbitrator to adjudicate the disputes between the parties arising out of Franchise Agreement dated 22.10.2024.
2. Reply is stated to have been filed by the Respondent but is not on record. Learned counsel for the Respondent, on instructions, submits that as per arbitration clause 12 incorporated in the Franchise Agreement, in the event of any dispute or difference arising between the parties, parties were to endeavour to settle the disputes amicably through mediation within 30 days of such differences/disputes through their Authorized Representatives and only if disputes were not resolved, recourse could be taken to arbitration, however, Petitioner has taken no steps to resolve the disputes through



mediation and is thus precluded from seeking appointment of the Arbitrator by this Court.

3. Faced with this, learned counsel for the Petitioner, on instructions, seeks to withdraw this petition in order to take steps to resolve the disputes through mediation. It is submitted that Petitioner will approach the Respondent within one week from today to settle the matter and Respondent be directed to cooperate in the mediation process. Counsel for the Respondent also submits that every endeavour shall be made to resolve the disputes through mediation.

4. In light of the aforesaid stands of the parties, this petition is disposed of as withdrawn. Parties will initiate the process of resolution of their disputes through mediation within one week from today. In case for any reason, mediation is unsuccessful, parties will be at liberty to take recourse to reference of the disputes to arbitration in consonance with clause 12 of the Franchise Agreement. 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 parties are left open.

JYOTI SINGH, J

JULY 31, 2025/RW/YA/Shivam