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

+ **ARB.P. 1098/2025**

BARISTA COFFEE COMPANY LIMITEDPetitioner
Through: Mr. Mayank Mehandru, Charu
Tandon, Raghav Tandon, Nikhil
Kharaliya, Advocates (through VC)

versus

M/S MAYAL ENTERPRISES & ANR.Respondents
Through: Mr. Rajiv Ranjan, Advocate.

CORAM:
HON'BLE MR. JUSTICE AMIT BANSAL

% **ORDER**
08.12.2025

1. The present petition has been filed under Section 11(6) of the Arbitration and Conciliation Act, 1996 (hereinafter 'Act') seeking appointment of a Sole Arbitrator for the adjudication of the disputes between the parties arising out of the Facility Agreement dated 19th October, 2021 (hereinafter 'Agreement').
2. Counsel for the petitioner submits that the Agreement contains an arbitration clause, i.e. Clause 24, which provides for adjudication of any disputes arising between the parties by way of arbitration. For ease of reference, Clause 24 of the Agreement is set out below:



24. ARBITRATION

All dispute and differences arising hereof between the parties and the directors of franchisee shall be sought to be settled through friendly discussion and negotiation, which the Parties undertake to conduct for at least a period of 10 days from the date of receipt of such notice of such dispute from the aggrieved Party, and if that fails, then disputes shall be referred to arbitration by the sole Arbitrator to be appointed by the Franchisor and arbitration shall be conducted in accordance with the provisions of the Arbitration and Conciliation Act 1996. The arbitration shall be conducted in English. The seat of the arbitration shall be at New Delhi.

Provided however, that during the pendency of the arbitration proceedings both Parties shall continue to fulfill their obligations under this Agreement, save and except such obligations that may be the subject matter of the arbitration. Any breach of this

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undertaking by a Party shall be deemed to be a material breach of this Agreement and the non breaching Party shall be entitled to all remedies available to it, whether under this Agreement, contract, law or equity and each such remedy shall be independent of the other.

3. He further submits that since the respondents were in constant and wilful breach of the terms of the Agreement (including non-payment of royalty to the petitioner), the petitioner sent a notice dated 17th September, 2024 to the respondents invoking the aforesaid arbitration clause under Section 21 of the Act.
4. A reply thereto was sent on behalf of the respondents on 7th October, 2024, wherein the respondents denied the contents of the aforesaid notice.
5. A rejoinder notice was thereafter issued by the petitioner on 12th October, 2024. However, no response thereto has been received on behalf of the petitioner.
6. Hence, the petitioner has been constrained to approach this Court by way of the present petition.
7. Notice in the present petition was issued to the respondents on 29th July, 2025.
8. As per the report of the Registry, the respondents have been served through email.
9. Counsel appears on behalf of the respondents and does not object to



appointment of an Arbitrator.

10. Accordingly, the dispute between the parties under the Agreement is referred to the Arbitral Tribunal comprising a Sole Arbitrator. The following directions are issued in this regard:

- i. Mr. Rishi Vohra, Advocate (Mob. No.: +91 99994 98955) is appointed as a Sole Arbitrator to adjudicate the disputes between the parties.
 - ii. The Arbitrator is requested to furnish a declaration in terms of Section 12 of the Act prior to entering into the reference. In the event there is any impediment to the Arbitrator's appointment on that count, the parties are given liberty to file an appropriate application before this Court.
 - iii. The remuneration of the Arbitrator shall be in terms of Schedule IV of the Act.
 - iv. The parties shall approach the Arbitrator within two (2) weeks from today.
11. It is made clear that all the rights and contentions of the parties, including the arbitrability of any of the claims and/or counter claims, any other preliminary objection, as well as claims on merits of the dispute of either of the parties, are left open for adjudication by the Arbitrator.
12. The petition stands disposed of in the aforesaid terms.
13. Needless to state, nothing in this order shall be construed as an expression of this Court on the merits of the case.

AMIT BANSAL, J

DECEMBER 8, 2025/RK