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

+ **ARB.P. 1162/2025**

FINCART FINVEST PVT. LTD.

.....Petitioner

Through: Mr. Vijay Arora, Ms. Varsha Bhagya
Shri and Ms. Simranpreet Kaur
Bindra, Advocates

versus

TECHABLED CONSULTING PRIVATE LIMITED & ORS.

.....Respondents

Through: Mr. Nilesh Fulzele, Advocate for R-1.
Mr. Mohit Garg and Mr. Manoj
Singh, Advocates for R-2
Ms. Vanita Bhargava, Mr. Ajay
Bhargava and Ms. Phalguni Nigam,
Advocates for R-3.

CORAM:

HON'BLE MR. JUSTICE SUBRAMONIUM PRASAD

ORDER

19.11.2025

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1. The present petition has been filed under Section 11(6) of the Arbitration and Conciliation Act, 1996 by the Petitioner seeking appointment of an Arbitrator to adjudicate upon the disputes which have arisen between the parties under a Software Distribution Agreement dated 06.04.2024 (*hereinafter referred to as "Agreement"*).
2. Notice was issued in the petition on 06.08.2025.
3. Learned Counsels appearing for Respondent Nos.2 and 3 submit that the Agreement was only entered into between the Petitioner and Respondent No.1 and Respondent Nos.2 & 3 are not a signatory to the Agreement and,



therefore, Respondent Nos.2 & 3 cannot be a party to the arbitration.

4. Learned Counsel for the Petitioner states that Respondent Nos.2 & 3 are beneficiaries under the Agreement and, therefore, they are necessary party to the arbitration. Since Respondent Nos.2 & 3 are not a signatory to the Agreement, Respondent Nos.2 & 3 are deleted from the array of parties at this stage. It is open for the Petitioner to move an application under Order I Rule 10 of CPC before the Arbitrator for impleadment of Respondent Nos.2 & 3 and it is for the Arbitrator to decide as to whether Respondent Nos.2 & 3 are necessary party to the arbitration or not.

5. Clause 19 of the Agreement contains an arbitration clause. The said clause indicates that seat of the arbitration has been designated in Delhi. A notice dated 06.05.2025 under Section 21 of the Arbitration and Conciliation Act, 1996 was sent by the Petitioner to the Respondents invoking Arbitration which was replied to by Respondent No.2 and 3 respectively on 15.05.2025 and 28.05.2025.

6. In view of the fact that disputes have arisen between the parties and the Agreement contains an arbitration clause, this Court is inclined to appoint an Arbitrator to adjudicate upon the disputes between the parties.

7. Accordingly, Mr. Areeb Amanullah, Advocate (Mob. No: 9470655551) is appointed as the Sole Arbitrator to adjudicate upon the disputes between the parties.

8. The arbitration would take place under the aegis of the Delhi International Arbitration Centre (DIAC) and would abide by its rules and regulations. The learned Arbitrator shall be entitled to fees as per the Schedule of Fees maintained by the DIAC.

9. The learned Arbitrator is also requested to file the requisite disclosure



under Section 12(2) of the 1996 Act within two weeks of entering on reference.

10. All rights and contentions of the parties in relation to the claims/counter-claims are kept open, to be decided by the learned Arbitrator on their merits, in accordance with law.

11. Needless to say, nothing in this order shall be construed as an expression of this Court on the merits of the contentions of the parties.

12. The petition stands disposed of in the above terms, along with pending application(s), if any.

SUBRAMONIUM PRASAD, J

NOVEMBER 19, 2025

S. Zakir