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IN THE HIGH COURT OF DELHI AT NEW DELHI

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ARB.P. 1543/2025

KOLLI SUPER MARKET

.....Petitioner

Through: Mr. Bikram Singh Patel with Aditya
Bundela, Advs.

versus

M/S GROCERY 4U RETAIL PRIVATE LIMITED

.....Respondent

Through: Mr. Manish Shukla, Mr. Aditya
Shukla, Mr. Nilesh Tiwari, Advs.

CORAM:

HON'BLE MR. JUSTICE JASMEET SINGH

ORDER
18.12.2025

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1. This is a petition filed under Section 11(6) of the Arbitration and Conciliation Act, 1996 seeking appointment of an Arbitrator for adjudication of disputes between the parties.
2. The brief facts are that the petitioner approached the respondent with the intention to establish a national franchise brand. The parties entered into a Franchise Agreement dated 07.10.2024, whereby the petitioner was granted the right to establish and operate a franchise outlet under a Franchise Owned Franchise Operated model.
3. The said Franchise Agreement contained an arbitration clause being Clause No. 12 which reads as under:-

“12 DISPUTE RESOLUTION

a. That in the event of any dispute or difference arising



out between the parties or otherwise relating to this Agreement, the Parties will endeavor to settle it amicably through mediation within 30 days of such differences / dispute having so arisen through the authorized representative of both parties.

b. That if the said dispute is not resolved through mediation, then the matter will be referred before Arbitrator under Arbitration and Conciliation Act, 1996. Where both parties will represent themselves through their representative before the appointed arbitrator as per law in Delhi only.

c. That the Jurisdiction of Arbitration shall be at Delhi High Court or whichever convenient to company and the language of arbitration would be English.”

4. Since there were disputes between the parties, the petitioner invoked arbitration *vide* legal notice dated 01.04.2025 and thereafter filed the present petition.
5. Mr. Tiwari, learned counsel for the respondent, states that the pre-arbitral mediation process has not been undertaken and hence, the petition is non-maintainable and premature.
6. In the present case, the petitioner invoked arbitration *vide* legal notice dated 01.04.2025 clearly bringing out the disputes between the parties.
7. In paragraph No. 23 of the said notice, the petitioner has clearly stated that all attempts for amicable resolution have failed and hence, the parties should be referred to arbitration. The paragraph No. 23 reads



as under;

“23. That since all attempts of amicable resolve have failed, and you have disastrously failed to perform your contractual obligations despite repeated written and oral assurances, under my Client’s explicit authorisation, I hereby invoke Clause 12 (Dispute Resolution) of the Agreement, per Section 21 of the Arbitration and Conciliation Act, 1996.”

8. Despite the said notice being duly served on the respondent, the respondent did not ask for mediation or for an amicable solution.
9. It can also not be overlooked that even by legal notice dated 12.03.2025, the petitioner has made to attempt to resolve the matter amicably but no efforts were made on behalf of the respondent. paragraph No. 6 of the legal notice dated 12.03.2025, being relevant in that respect, reads as under

“6. That despite my client’s repeated efforts to resolve the matter amicably, all attempts at mediation have been exhausted. My client and her husband were repeatedly called upon to visit your Noida office under false assurances and empty promises of store inauguration.”

10. For the said reasons, *prima facie*, I am satisfied that the petitioner has duly complied with the terms of Clause No. 12 of the said Franchise Agreement.
11. I am satisfied that there exists a valid arbitration clause and there are disputes between the parties which need to be adjudicated through the arbitral mechanism.



12. For the said reasons, the petition is allowed and the following directions are issued:-
- i) Mr. Pratham Vir Agarwal, Advocate (Mob. No. 7838794194) is appointed as a Sole Arbitrator to adjudicate the disputes between the parties.
 - ii) The arbitration will be held under the aegis and rules of the Delhi International Arbitration Centre, Delhi High Court, Sher Shah Road, New Delhi (hereinafter, referred to as the 'DIAC').
 - iii) The remuneration of the learned Arbitrator shall be in terms of DIAC (Administrative Cost and Arbitrators' Fees) Rules, 2018.
 - iv) The learned Arbitrator is requested to furnish a declaration in terms of Section 12 of the Act prior to entering into the reference.
 - v) It is made clear that all the rights and contentions of the parties, including as to the arbitrability of any of the claim, any other preliminary objection, as well as claims/counter-claims and merits of the dispute of either of the parties, are left open for adjudication by the learned arbitrator.
13. However, with consent of parties, they are again referred to Delhi High Court Mediation and Conciliation Centre and shall appear before the Mediation Centre on 05.01.2026 at 4:40 p.m.
14. The learned Arbitrator shall enter reference after 8 weeks from 05.01.2026 to enable the parties to try and resolve their disputes through mediation.



15. The present petition is disposed of in the aforesaid terms.

DECEMBER 18, 2025 / (MS)

JASMEET SINGH, J