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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**
+ **ARB.P. 1546/2025**
DELHIVERY LTD

.....Petitioner

Through: Appearance not given

versus

AMATEURS TRADING PVT LTD

.....Respondent

Through: Mr. Priyankar Tiwary, Adv with Mr.
Yash Singh, Adv and Mr. Rajat Dwivedi, Adv

CORAM:
HON'BLE MR. JUSTICE JASMEET SINGH

ORDER
19.12.2025

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1. This is a petition filed under Section 11(6) of the Arbitration and Conciliation Act, 1996 (*“the Act”*) seeking appointment of an Arbitrator for adjudication of disputes between the parties
2. The brief facts of the case are that parties entered into a Delivery Services Agreement dated 22.08.2024 for providing delivery/logistics services to petitioner. As per the said Agreement the petitioner rendered services to the respondent and raised several invoices. The respondent was required to make payment to the petitioner within 30 days of submission of invoice.
3. The said Agreement contained an arbitration clause being clause No.19 which reads as under:-

“19. DISPUTE RESOLUTION:

All disputes arising out of or in relation to this Agreement,



including any question regarding its existence, validity or termination, which cannot be amicably resolved by the Parties within 30 days of being brought to their attention, such 30 days period is referred to as the "Consultation Period"), and if such dispute is still not resolved, the dispute shall be settled by arbitration governed by the provisions of Arbitration and Conciliation Act, 1996. The Parties mutually agree to appoint a sole arbitrator. The venue/seat of Arbitration shall be New Delhi and the language of arbitration shall be English."

4. In terms of the Agreement, the petitioner raised invoices the respondent was required to make payment towards the invoices raised, within 30 days of submission but the payments were not made by the respondent.
5. Mr. Tiwary, learned counsel for the respondent, states that there was deficiency in services by the petitioner.
6. Since there were disputes between the parties, the petitioner invoked arbitration *vide* legal notice dated 20.06.2025.
7. Mr. Tiwary, learned counsel, states that the arbitration clause is admitted and it is the respondent who is liable to receive amount from the petitioner.
8. I am of the view that the same concerns merits of the dispute and need to be decided by the learned arbitrator.
9. 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.
10. For the said reasons, the petition is allowed and the following



directions are issued: -

- i) Ms. Aakanksha Kaul (Advocate) (Mob. No. 9818131566) 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.
- vi) The parties shall approach the learned Arbitrator within two weeks from today.

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

JASMEET SINGH, J

DECEMBER 19, 2025 / (MS)