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

+ **ARB.P. 1653/2025**

**OM LOGISTICS LIMITED**

.....Petitioner

Through: Appearance not given  
versus

**M/S ORIENT CRAFT LIMITED**

.....Respondent

Through: None

**CORAM:**

**HON'BLE MR. JUSTICE JASMEET SINGH**

**ORDER**

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**26.11.2025**

Since there was a holiday on 25.11.2025, the matter is taken up for hearing today.

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 is carrying on the business of *inter alia*, Express cargo throughout India. Subsequently, a Contract dated 01.04.2015 was executed between the parties, and later, an Agreement dated 04.01.2016 was executed between the parties, which was renewed from time to time.
3. The respondent requested the petitioner to provide them the transportation services on credit and to open various billing codes. The petitioner agreed to the said request and started providing their services to the respondent.
4. The Agreement dated 04.01.2016 contains an arbitration clause being



Clause No. 19, which reads as under:-

*“19. That in the event of any dispute or differences arising with regards to this agreement, same shall be referred to an arbitrator, appointed by the both parties under Arbitration & Conciliation Act, 1996 and rules made under.”*

5. Since there were disputes, the petitioner filed a commercial suit bearing CS (Comm.) No. 608/2022 against the respondent before the learned District Judge, Commercial Courts, West District, Tis Hazari, Delhi. The respondent filed an application under Section 8 of the Arbitration and Conciliation Act, 1996, which was allowed and the suit was disposed of accordingly.

6. Thereafter, the petitioner invoked arbitration *vide* legal notice dated 25.10.2023 and thereafter, filed the present petition.

7. As per the master data from the Ministry of Corporate Affairs website, the e-mail ID of the respondent is alok.pandey@orientcraft.com.

8. As per the Affidavit of Service, the respondent has been served at the said e-mail ID. However, despite service there is nobody appearing on behalf of the respondent.

9. I am satisfied that there is a valid arbitration and disputes clause between the parties which need to be adjudicated through arbitral mechanism.

10. For the said reason, the petition is allowed, with the following directions:

- i) Mr. Sandeep Khatri, (Adv.) (Mob. No. 9582286878) 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 petitioner shall approach the learned Arbitrator within two weeks from today

**JASMEET SINGH, J**

**NOVEMBER 26, 2025/DM**