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

+ **ARB.P. 1767/2024**

M/S DELFINITY LOGISTICS SOLUTIONS PVT. LTD.

.....Petitioner

Through: Mr. Utkarsh Batra, Advocate.

versus

M/S DALMIABIZ RETAIL PVT. LTD.

.....Respondent

Through: Mr. Raman Yadav, Mr. Ansh Yadav
and Ms. Rikita Yadav, Advs.

CORAM:

HON'BLE MR. JUSTICE SUBRAMONIUM PRASAD

ORDER

01.12.2025

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1. The present petition has been filed under Sections 11(5) & (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 Merchant Agreement dated 22.11.2021 (*hereinafter referred to as "Agreement"*).

2. It is the case of the Petitioner that the Respondent approached the Petitioner for logistic and ancillary services and thereafter, a Merchant Agreement dated 22.11.2021 was entered into between the parties. Disputes arose between the parties regarding payment of money. It is stated that substantial amount of money is due and payable and the Respondent is not making payments to the Petitioner in accordance with the Agreement.

3. Notice was issued in the petition on 12.11.2024 and thereafter, the matter was referred to mediation.



4. It is stated that the mediation has failed between the parties.
5. Clause 14.6 of the Agreement contains an arbitration clause by which the parties have decided to get their disputes adjudicated through arbitration. A notice dated 24.08.2024 under Section 21 of the Arbitration and Conciliation Act, 1996 was sent by the Petitioner to the Respondent invoking Arbitration and claiming a sum of Rs.31,03,514/- which according to the Petitioner is due and payable by the Respondent. Since no reply has been received from the Respondent, the Petitioner has approached this Court by filing the present petition seeking appointment of an Arbitrator.
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. Rushabh Aggarwal, Advocate (Mob: 9810057173) 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

DECEMBER 01, 2025

S. Zakir