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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**
+ **ARB.P. 1950/2025**
DELHIVERY LIMITEDPetitioner

Through: Mr. Samarth Kapoor, Mr. Jaskaran
Singh Narula, Advs.

versus

BEYOUNG FOLKS PRIVATE LIMITED ...Respondent

Through: None

CORAM:

HON'BLE MR. JUSTICE JASMEET SINGH

ORDER

23.12.2025

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1. This is a petition filed under Section 11 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 the petitioner entered into a Delivery Services Agreement dated 20.03.2025 with the respondent for providing delivery and logistic services.
3. It is the case of the petitioner that it had provided services but the respondent failed to make the payment towards the invoices raise in accordance with the timeline set by the agreement despite several reminders.
4. The Delivery Services Agreement contains 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 15 days of being brought to their attention, such 15



(fifteen) day 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."

5. Since there were defaults, the petitioner invoked arbitration *vide* legal notice dated 04.08.2025 and thereafter filed the present petition.

6. As per the master data of the respondent maintained with the Ministry of Corporate Affairs, the email ID of the respondent is shivanisoni8058@gmail.com.

7. The respondent has been served at the said email ID and despite service there is nobody appearing on behalf of the respondent.

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

9. For the said reasons, the petition is allowed and the following directions are issued:-

- i) Mr. Rishi Manchanda (Advocate) (Mob. No. 9911681178) 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.

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

DECEMBER 23, 2025/AS

JASMEET SINGH, J