



ARB-280-2025 (O&M) 1

IN THE HIGH COURT OF PUNJAB & HARYANA
AT CHANDIGARH

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ARB-280-2025 (O&M)
Date of Decision: 08.05.2026

Delhivery Limited

.....Petitioner

Versus

MJVS Fashion Services Private Limited

.....Respondent

CORAM: HON'BLE MR. JUSTICE JASGURPREET SINGH PURI

Present:- Mr. Abhijeet Singh Rawaley, Advocate for the petitioner.

Respondent was proceeded exparte v.o.d. 21.04.2026.

JASGURPREET SINGH PURI J.(Oral)

1 The present is a petition filed under Section 11 (5) of the Arbitration and Conciliation Act, 1996 (hereinafter referred to as 'the Act'), seeking appointment of a sole arbitrator in the present case.

2. Learned counsel for the petitioner submits that a valid Delivery Services Agreement (Annexure P-3) was entered into between the parties, which contains an arbitration clause i.e. Clause 19 pertaining to dispute resolution. He further submits that since disputes arose between the parties, the petitioner served a notice dated 05.02.2024 upon the respondent (Annexure P-6) invoking the arbitration clause. In response thereto, the respondent sent a reply (Annexure P-7) stating that before proceeding with arbitration, the matter should be resolved amicably. He further submits that neither the



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respondent agreed for appointment of an Arbitrator nor was the matter settled through the conciliation process. Therefore, He submitted that this Hon'ble Court may appoint a Sole Arbitrator for adjudication of the dispute between the parties.

3. I have heard learned counsel for the petitioner.

4. The respondent has chosen not to appear before this Court and was proceeded against *ex parte* vide order dated 21.04.2026. The last order dated 21.04.2026 is reproduced as under:-

“An affidavit dated 18.04.2026 has been filed by the applicant with regard to compliance pertaining to publication and as per the affidavit, the publication has been effected through two newspapers, namely, “The Times of India, Mumbai” (English) and “Divya Bhaskar, Mumbai” (Marathi) on 28.03.2026. The original newspapers have also been attached with the affidavit. The affidavit is taken on record.

Even today, none has caused appearance on behalf of the respondent despite service having been effected through substituted service.

In view of the above, the respondent is proceeded against ex parte.

To come up on 06.05.2026, for final arguments.”

5. Today also nobody has appeared on behalf of the respondent and therefore, this Court would proceed further on the basis of the submissions advanced by learned counsel for the petitioner and on the perusal of the paper-book.

6 The arbitration clause i.e. Clause No.19, referred to by learned



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counsel for the petitioner is reproduced 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 Gurgaon and the language of arbitration shall be English.”

7. The petitioner served a notice dated 05.02.2024 (Annexure P-6) upon the respondent, whereby the aforesaid arbitration clause was invoked. In response thereto, reply vide Annexure P-7 was received from the respondent stating therein that before resorting to arbitration, the matter should be settled amicably. Therefore, this Court is satisfied that the essential conditions for appointment of an Arbitrator, namely, the prima facie existence of an arbitration clause and its invocation, stand satisfied.

8. In view of the aforesaid facts and circumstances, the present petition is allowed. Mr. Harish Malhotra, Chartered Accountant, resident of House No. 944, 2nd Floor, Sector 82, JLPL Industrial Estate, Mohali,



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Mobile No. 9876503199, E-mail: harish@caaaa.in is nominated as the Sole Arbitrator to adjudicate the dispute between the parties, subject to compliance of statutory provisions including Section 12 of the Act.

9. Parties are directed to appear before learned Arbitrator on date, time and place to be fixed and communicated by learned Arbitrator at his convenience.

10. Fee shall be paid to learned Arbitrator in accordance with the Fourth Schedule of the Arbitration Act, as amended.

11. Learned Arbitrator is also requested to complete the proceedings as per the time limit prescribed under Section 29-A of the Act.

12. A request letter alongwith a copy of the order be sent to Mr. Harish Malhotra, Chartered Accountant.

08.05.2026

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**(JASGURPREET SINGH PURI)
JUDGE**

Whether speaking/reasoned : Yes/No

Whether reportable : Yes/No