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

+ **ARB.P. 89/2026**

DELHIVERY LIMITED

.....Petitioner

Through: Mr. Naman Joshi and Mr. Aakash
Deep Singh, Advs.

versus

NEPENTHE COFFEE AND CHOCOLATES PRIVATE LIMITED

.....Respondent

Through: Mr. Dhruv Gupta, Adv.

CORAM:

HON'BLE MR. JUSTICE VIKAS MAHAJAN

ORDER

20.02.2026

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1. The present petition has been filed under Section 11(6) of the Arbitration and Conciliation Act, 1996 (the Act) for the appointment of an Arbitrator to adjudicate the dispute between the parties arising out of Delivery Service Agreement dated 13.03.2025.
2. Clause 19 of the Delivery Services Agreement dated 13.03.2025 provides for arbitration by a sole arbitrator and reads thus:

“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.”

3. Mr. Dhruv Gupta, learned counsel appearing on behalf of the defendant submits that reply to the present petition has been filed and copy



thereof has also been given to the learned counsel for the petitioner.

4. Mr. Naman Joshi, learned counsel appearing on behalf of petitioner submits that copy of the reply has been received by him, however, the reply is not on record. The Registry is directed to place the said reply on record.

5. Mr. Gupta submits that the present petition is not maintainable on two counts – *firstly*, there is no notice given in terms of Section 21 of the Arbitration and Conciliation Act, 1996 invoking arbitration clause; and *secondly*, the governing law and the jurisdiction clause specifically provides that the parties will resort to arbitration only when the claim amount is equal to or higher than Rs.50 Lakhs, whereas the claim amount mentioned in the purported notice dated 09.10.2025 under section 21 of the Act is less than Rs.50 Lakhs. Clause 20 of the agreement is the Governing Law and Jurisdiction Clause, which reads thus:

“20. GOVERNING LAW AND JURISDICTION:

a. This Agreement shall be governed by the laws of India, for the time being in force and the courts at New Delhi in the NCT of Delhi shall have exclusive jurisdiction.

b. The Parties further agree that the courts at New Delhi in the NCT of Delhi shall preside over any dispute arising out of or in connection with this Agreement, including any question regarding its existence, validity, or termination up to a claim amount of Rs. 50,00,000/- (Rupees Fifty Lacs Only). It is made clear that any and all disputes upto a claim amount of Rs. 50,00,000/- (Rupees Fifty Lacs Only) shall be raised before the courts at New Delhi in the NCT of Delhi which court has been chosen expressly by the Parties.

c. The Parties also agree that in cases where the claim amount is equal to or higher than Rs. 50,00,000/- (Rupees Fifty Lacs Only), the Parties will resort to arbitration after attempting an amicable settlement of the dispute. Any



dispute arising out of or in connection with this Agreement, including any question regarding its existence, validity, or termination, shall be referred to and finally resolved by arbitration in accordance with the arbitration rules of the Delhi International Arbitration Centre ("DIAC Rules"), which rules are deemed to be incorporated by reference in this clause. The seat as well as venue of the arbitration shall be NCT of Delhi. The Tribunal shall consist of a sole arbitrator. The language of the arbitration shall be English."

(emphasis supplied)

6. In light of the above clause, Mr. Gupta submits the remedy available to the petitioner is to file a civil suit and not to invoke arbitration proceedings.
7. On a query posed by the Court, Mr. Joshi, fairly concedes that the claim amount is less than Rs.50 Lakhs.
8. Having perused the above quoted clause 20 of the Delivery Services Agreement, this Court finds merit in the submissions of Mr. Gupta, that the arbitration clause cannot be invoked in the present case.
9. Accordingly, the present application is rejected with liberty to the petitioner to avail its remedy in accordance with law.
10. Needless to say that nothing has been expressed on the merits of the case, and all contentions available to the parties are left open.
11. The petition stands disposed of.

VIKAS MAHAJAN, J

FEBRUARY 20, 2026

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