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

+ **ARB.P. 130/2026**

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.....Petitioner

Through: Mr. Parveen Kumar Mehdiratta, Mr.
Pankaj Kumar and Mr. Martin Paul,
Advts.

versus

FORMICA LAMINATES (INDIA) PRIVATE LIMITED

.....Respondent

Through: Mr. Amit Goel, Adv.

CORAM:

HON'BLE MR. JUSTICE SUBRAMONIUM PRASAD

ORDER
19.02.2026

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1. The present petition has been filed under Section 11(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 the Contract Agreement dated 07.09.2022 (*hereinafter referred to as "Agreement"*).

2. It is the case of the Petitioner that the Respondent issued purchase orders for interior works for display show-room and office at A-12, Second Floor, Main Ring Road, South Extension Part-I, New Delhi – 110049 to the Petitioner. Material on record indicates that the Respondent sent the Agreement to the Petitioner to send the same after signing back. The Agreement which has been sent by the Petitioner contains an Arbitration Clause. It is stated that the Respondent has failed to comply with the



obligations and, therefore, disputes have arisen between the parties. It is stated by the learned Counsel for the Petitioner that a balance amount of Rs.28,08,993.34/- and an amount due towards extra work executed is Rs. 8,86,180/- are due and payable by the Respondent.

3. Notice was issued in the petition on 19.01.2026.

4. Respondent has been served. Mr. Amit Goel, learned Counsel, enters appearance on behalf of the Respondent.

5. Clause 20 of the Agreement contains a Dispute Resolution Clause.

6. Clause 21 of the Agreement contains a Jurisdiction Clause. The said clause indicates that the venue of arbitration shall be at Delhi. There is no other communication which shows that the parties have decided that the seat of the arbitration would be at any other place other than Delhi.

7. A notice dated 06.01.2026 under Section 21 of the Arbitration and Conciliation Act, 1996 was sent by the Petitioner to the Respondent invoking Arbitration and claiming sum of Rs.28,08,993.34/- and Rs. 8,86,180/- which according to the Petitioner is due and payable by the Respondent and therefore, the Petitioner has approached this Court by filing the present petition seeking appointment of an Arbitrator.

8. In view of the fact that disputes have arisen between the parties and the Loan Agreements contain an arbitration clause, this Court is inclined to appoint an Arbitrator to adjudicate upon the disputes between the parties.

9. Accordingly, Mr. Himanshu Pal Singh, Advocate (Mob. No: 9911600411) is appointed as the Sole Arbitrator to adjudicate upon the disputes between the parties.

10. 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.

11. 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.

12. 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.

13. 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.

14. The petition stands disposed of in the above terms, along with pending application(s), if any.

SUBRAMONIUM PRASAD, J

FEBRUARY 19, 2026

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