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

+ **ARB.P. 305/2026 & I.A. 4249/2026**

MS UOLO EDTECH PVT LTD

.....Petitioner

Through: Mohd. Irshad, Advocate

versus

**PRAKASH KUMAR PROPRIETOR TARUN PUSTAK
BHANDAR**

.....Respondent

Through: None

CORAM:

HON'BLE MR. JUSTICE SUBRAMONIUM PRASAD

ORDER

% **16.04.2026**

**THIS MATTER HAS BEEN HEARD THROUGH VIDEO-
CONFERENCING**

1. The instant petition has been filed under Section 11(6) of the Arbitration & Conciliation Act, 1996, for the appointment of an Arbitrator to adjudicate the disputes which have arisen between the parties.
2. It is the case of the Petitioner that the Petitioner and the Respondent entered into a Distributor Agreement dated 15.02.2025 for the supply of educational and stationery products.
3. It is stated that the Petitioner supplied goods and services to the Respondent, and an amount of Rs. 5,83,742/- was due and payable by the Respondent as on 28.10.2026.
4. It is the case of the Petitioner that since there were outstanding amounts to be paid by the Respondent to the Petitioner for the supply of



goods/services, disputes arose between the parties. The Petitioner issued a notice dated 28.10.2025 under Section 21 of the Arbitration & Conciliation Act, invoking arbitration. Clause 2 of the Additional Special Terms and Conditions of the agreement, which contains the arbitration clause, reads as under:-

“Dispute Resolution, Governing Law & Jurisdiction:

The laws of India govern all matters arising out of or relating to this Agreement without giving effect to any conflict of law principles and all disputes arising therefrom shall be subject to the courts in Delhi. Disputes shall be settled by a mutually appointed sole arbitrator in accordance with the provisions of the Arbitration and Conciliation Act, 1996, as amended from time to time. The Parties shall share costs in such proportion as decided by the arbitrator. The seat and venue for such arbitration shall be Delhi, India and all proceedings shall be conducted in the English language.”

5. A perusal of Clause 2 of the Additional Special Terms and Conditions shows that the venue and seat of arbitration shall be in Delhi.
6. Notice was issued in the present case on 16.02.2026. The same has been served on the Respondent on 07.04.2026. An affidavit of service, along with the tracking report of the courier service has also been filed with the present petition. The affidavit of service, which indicates that the Respondent has been served through courier service, has been signed by Mohd. Irshad, learned Counsel for the Petitioner.
7. This Court is of the opinion that the Respondent stands served. However, there is no appearance on behalf of the Respondent.
8. In view of the fact that disputes have arisen between the parties, this



Court is inclined to appoint an Arbitrator to adjudicate the disputes between the parties.

9. Accordingly, Ms. Vishrutyi Sahni, Advocate, (Mob No: 9930005450) is appointed as the Sole Arbitrator to adjudicate upon the disputes between the parties.

10. The learned Arbitrator is also requested to file the requisite disclosure under Section 12(2) of the Arbitration & Conciliation Act within a week of entering reference.

11. 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.

12. Needless to state, nothing in this order shall be construed as an expression of this Court on the merits of the contentions of the parties.

13. The present Petition stands disposed of in the above terms along with pending application(s), if any.

SUBRAMONIUM PRASAD, J

APRIL 16, 2026

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