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IN THE HIGH COURT OF DELHI AT NEW DELHI

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ARB.P. 365/2026, I.A. 5396/2026 & I.A. 6359/2026

MIS GEORGINA CARS

.....Petitioner

Through: Mr. Harsh Chauhan, Adv.

versus

MIS CARS24 SERVICES PRIVATE LIMITEDRespondent

Through: Ms. Kashvi Dutta, Mr. Rudra Dutta,
Mr. Anuj Mishra, Mr. Dev Sharma
and Mr. Yaman Saini, Advs.

CORAM:

HON'BLE MR. JUSTICE VIKAS MAHAJAN

ORDER

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30.04.2026

1. By way of this petition under Section 11 of the Arbitration and Conciliation Act, 1996 (hereinafter 'the Act') the petitioner seeks appointment of an arbitrator for adjudication of disputes between the parties arising out of Dealer Franchise Agreement dated 21.03.2025. Clause 21.3 is the arbitration clause.
2. The disputes having arisen between the parties, the petitioner invoked arbitration clause *vide* legal notice dated 06.01.2026, which did not elicit any response.
3. In these circumstances, the petitioner was constrained to file the present petition under Section 11 of the Act. Notice was issued in the present petition *vide* order dated 26.02.2026. Ms. Kashvi Dutta, learned counsel appears on behalf of the respondent, and she submits that reply to the present petition has been filed. The Registry is directed to place the reply on record.
4. However, on being queried by the Court as to the existence of the



arbitration agreement in the Dealer Franchise Agreement, she fairly concedes that the said Franchise Agreement contains an arbitration clause.

5. At the stage of proceedings under Section 11 of the Act, the Court is only required to satisfy itself, *prima facie*, as to the existence of the arbitration agreement. All other questions are to be left to the determination of the learned Arbitrator.

6. The material on record particularly the Dealer Franchise Agreement dated 21.03.2025 *prima facie* demonstrates the existence of an arbitration clause.

7. The petition is, therefore, liable to be allowed. Accordingly, the dispute between the parties is referred to arbitration of Mr. Sameer Pandey, Advocate: [Mob. 9871314403], Email ID: sameerpandeyy40@gmail.com.

8. The arbitration will be held under the aegis of Delhi International Arbitration Centre, Delhi High Court, Sher Shah Road, New Delhi – 110003 [“DIAC”] and shall be governed by the Rules of DIAC including as to the remuneration of the learned Arbitrator.

9. The learned Arbitrator is requested to furnish a declaration under Section 12 of the Act prior to entering upon the reference.

10. It is made clear that all rights and contentions of the parties are left open for adjudication by the learned Arbitrator.

11. Petition along with pending applications stands disposed of.

VIKAS MAHAJAN, J

APRIL 30, 2026

N.S. ASWAL