



\$~11

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

+ **ARB.P. 368/2026**

RAJESH GOEL

.....Petitioner

Through: Mr. N.K. Kantawala, Mr. Akshay Singh, Ms. Tasha Singh, Mr. A.M. Nair and Mr. Siddharth Vardhnan, Advs., along with petitioner in person.

Mob: 9910026910

Email: advtashasingh@gmail.com

versus

QUICKSHIP GLOBAL EXPRESS PVT. LTD.Respondent

Through: Mr. Vivek Kumar Tandon, Ms. Louie Bagga and Ms. Khushi, Advs.

Mob: 9125158326 & 9810277733

Email:

vivekkumartandon@gmail.com

CORAM:

HON'BLE MS. JUSTICE MINI PUSHKARNA

ORDER

%

06.05.2026

1. The present petition has been filed under Section 11(6) of the Arbitration and Conciliation Act, 1996 ("Arbitration Act"), seeking appointment of a Sole Arbitrator for the adjudication of disputes between the parties, arising out of Memorandum of Understanding ("MoU") dated 28th August, 2023.

2. As per the facts on the record, the parties had entered into the MoU, by way of which the petitioner was offered to work as a director with the respondent company for 10% of the equity share capital in the respondent company on initial investment of Rs. 50,00,000/-, which was paid by the



petitioner *vide* cheque dated 05th September, 2023. Further, as per the MoU, the petitioner's equity in the respondent company was to increase upto 25% based on the mutually agreed terms of the milestones as per the MoU.

3. It is noted that disputes arose between the parties when the respondent failed to allot the agreed upon equity to the petitioner in respondent company, as per the terms of the MoU, due to which the petitioner had to resign from the respondent company. Therefore, upon resignation, as per Clause 22 of the MoU, the petitioner is entitled to take his initial investment of Rs. 50,00,000/-, along with bank fixed deposit interest rate, which the respondent failed to pay to the petitioner.

4. In pursuance to the disputes between the parties, the petitioner issued the Legal Notice dated 10th December, 2025 under Section 21 of the Arbitration Act, invoking arbitration in terms of the Arbitration Clause, i.e., Clause F of the MoU. Further, no response was made by the respondent towards the said Notice.

5. This Court notes that, on the last date of hearing, i.e., 20th April, 2026, the petitioner has filed and placed on record the signed copy of the MoU between the parties.

6. At this stage, this Court notes that the Arbitration Clause is contained in Clause-F of the MoU, which is reproduced as under:

“xxx xxx xxx

F. ARBITRATION

The parties shall resolve all differences concerning this agreement's interpretation and the parties' respective rights amicably. In the event of a dispute, the matter shall be referred to the panel of arbitrators for arbitration appointed with the consent of the Board of Directors, or each party shall appoint one arbitrator, and the third arbitrator shall be appointed jointly by the Arbitrators set by the parties. The venue of the arbitration proceedings would be in New Delhi,

xxx xxx xxx”



7. Perusal of the aforesaid Arbitration Clause clearly shows that there is a valid Arbitration Agreement between the parties, whereby, the parties have agreed that the disputes shall be settled by arbitration. Further, the said Arbitration Clause makes the provision for Arbitral Tribunal consisting of three Arbitrators, with the venue of arbitration proceedings being New Delhi.

8. Learned counsel appearing for the respondent submits that he has no objection for appointment of Arbitrator, in view of the valid Arbitration Clause between the parties.

9. Both the parties jointly submit that only one Arbitrator be appointed.

10. The aforesaid statement is taken note of.

11. Learned counsel appearing for the petitioner submits that the petitioner has an approximate claim of Rs. 15 Crores.

12. Both the parties jointly submit that the arbitration proceedings be conducted under the aegis of Delhi International Arbitration Centre (“DIAC”).

13. Therefore, in view of the existence of a valid Arbitration Agreement between the parties as well as the disputes that have arisen between the parties, this Court is of the considered opinion that there is no impediment in appointment of an Arbitrator.

14. Accordingly, with the consent of the parties, following directions are issued:

i) Hon’ble Justice (Retd.) Jayant Nath, former Judge of this Court, is appointed as the Sole Arbitrator to adjudicate the disputes between the parties.

ii) The arbitration proceedings shall be held under the aegis and Rules of



DIAC, Delhi High Court, Sher Shah Road, New Delhi.

iii) The remuneration of the learned Arbitrator shall be in terms of DIAC (Administrative Cost and Arbitrators' Fees) Rules, 2018.

iv) The learned Arbitrator is requested to furnish a declaration in terms of Section 12 of the Arbitration Act prior to entering into the reference. In the event of any impediment to the Arbitrator's appointment on that count, the parties are given liberty to file an appropriate application before this Court.

v) It shall be open to the respondent to raise counter-claims, if any, in arbitration proceedings.

vi) It is made clear that all the rights and contentions of the parties, including, as to the arbitrability of any of the claim, any other preliminary objection, as well as claims/counter-claims and merits of the dispute of either of the parties, are left open for adjudication by the learned Arbitrator.

vii) The parties shall approach the learned Arbitrator within two (02) weeks from the date of appointment of the Arbitrator.

15. It is made clear that this Court has not expressed any opinion on the merits of the case.

16. Accordingly, the present petition is disposed of in the aforesaid terms.

17. The Registry is directed to send a copy of this order to the Secretary, DIAC, as well as the learned Arbitrator, for information and compliance.

MINI PUSHKARNA, J

MAY 6, 2026/SK