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

\# **CNR No. DLHC010102322026**

\+ ARB.P. 444/2026

P2I INDIA PRIVATE LIMITED .....Petitioner

Through: Mr. Abhijnan Jha, Ms. Bhagua Yadav, Mr. Shivam Jain, Advocates.

versus

CALIFONIX TECH AND MANUFACTURING PRIVATE LIMITED .....Respondent

Through: Mr. Tushar Jarwal, Ms. Prachi Pandey, Mr. Avinash K. Singh, Ms. Vidhi Uppal, Advocates.

CORAM:
HON'BLE MR. JUSTICE PRATEEK JALAN

O R D E R

% 27.10.2026

1. By way of this petition under Section 11(6) of the Arbitration and Conciliation Act, 1996 ["the Act"], the petitioner seeks appointment of a Sole Arbitrator to adjudicate the disputes between the parties under an Agreement for Coating Services dated 05.03.2025 ["the Agreement"].

2. I have heard Mr. Abhijnan Jha, learned counsel for the petitioner, and Mr. Tushar Jarwal, learned counsel for the respondent.

3. The Agreement contains an arbitration clause [Clause 17], which provides for the resolution of disputes by a Sole Arbitrator to be appointed mutually between the parties. New Delhi has been designated

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as the seat and venue of arbitration.

4. Disputes having arisen between the parties, the petitioner invoked arbitration *vide* notice dated 12.12.2025. It asserted a claim of approximately Rs. 7.78 crores. The respondent replied to the said notice on 18.12.2025, without denying the existence of the arbitration clause, but rejecting the petitioner's nominee.

5. Further correspondence ensued between the parties, however, they were unable to agree on the identity of the Arbitrator. The petitioner has, therefore, filed this petition under Section 11(6) of the Act.

6. By order dated 18.03.2026 passed in the present petition, the parties were referred to mediation. However, the mediation proceedings were unfortunately unsuccessful.

7. Mr. Jarwal does not dispute the existence of the arbitration clause or the invocation thereof. The only dispute raised by him is that the arbitration clause itself contains a provision for settlement of disputes between the parties through informal consultation, and invocation of arbitration 15 days thereafter.

8. In my view, the parties having already been referred to mediation, the appropriate course is now to appoint an Arbitrator. However, with the consent of learned counsel for the parties, the Arbitrator is requested to enter upon the reference after 15 days, if the disputes remain unsettled.

9. In view of the above submissions, learned counsel for the parties agree that the petition may be disposed of with the following directions:

a. Hon'ble Ms. Justice Shalinder Kaur, former Judge of this Court [Tel: 9910384702], is appointed as the Arbitrator to adjudicate disputes between the parties under the Agreement.

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b. The arbitration will be held under the aegis of the Delhi International Arbitration Centre [“DIAC”] and will be governed by the Rules of DIAC, including as to remuneration of the learned Arbitrator.

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

10. The petition stands disposed of in the above terms.

11. Needless to say, all rights and contentions of the parties, including as to the arbitrability and maintainability of the claims and on merits, are left open for adjudication by the learned Arbitrator.

PRATEEK JALAN, J

OCTOBER 27, 2026
tg/KA/

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