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

+ **ARB.P. 545/2026**

INNOPAC CROWNPACKAGING PRIVATE LIMITED

.....Petitioner

Through: Mr. Dhruv Kapur, Mr. Vijayender
Kumar, Mr. Maharshi Kalra and Ms.
Shruti Goyal, Advs.

versus

B9 BEVERAGES LIMITED

.....Respondent

Through: Ms. Shreya Chandhok, Adv.

CORAM:

HON'BLE MR. JUSTICE VIKAS MAHAJAN

ORDER

% **26.05.2026**

1. The present petition has been filed under Section 11(6) of the Arbitration and Conciliation Act, 1996 seeking appointment of an Arbitrator for adjudication of disputes between the parties arising out of Purchase Order Nos. 4200001434 dated 09.03.2025. Clause 16 is the arbitration clause. The said clause reads thus:

“16. ARBITRATION AND JURISDICTION-In the event of any dispute in respect of this Purchase Order, SELLER representatives shall attempt to resolve such dispute with fifteen (15) days of either of us giving notice to the other party of such dispute. All disputes arising out of or in connection with this Purchase Order (Agreement), which cannot be resolved amicably as mentioned above, shall be finally settled exclusively by arbitration as per the Arbitration and Conciliation Act, 1996. The Arbitrator shall be appointed Jointly. The venue of arbitration shall be New Delhi



(India).”

2. The disputes having arisen between the parties, the petitioner invoked arbitration clause *vide* legal notice dated 04.11.2025 under Section 21, which did not elicit any response.

3. Thus, the petitioner was constrained to approach this Court under Section 11(6) of the Act by filing the present petition.

4. Notice in the petition was issued by this Court when the matter was first listed on 30.03.2026.

5. Ms. Shreya Chandhok, learned counsel for the respondent, on instructions submits that there is no dispute as to the arbitration clause and urge the Court that an Arbitrator may be appointed to adjudicate the disputes between the parties.

6. At the stage of proceedings under Section 11(6) 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.

7. Since, the arbitration clause has not been disputed, the present petition is allowed.

8. The disputes between the parties are referred to arbitration of Ms. Aarti Bansal, Advocate [Mob. 9999442349].

9. 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. The DIAC may register the case forthwith.



10. The learned Arbitrator is requested to furnish a declaration under Section 12 of the Act prior to entering upon the reference.
11. It is made clear that all rights and contentions of the parties are left open for adjudication by the learned Arbitrator.
12. The petition stands disposed of.

VIKAS MAHAJAN, J

MAY 26, 2026/dss