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

+ **ARB.P. 553/2026**

CIBES LIFT INDIA PRIVATE LIMITEDPetitioner

Through: Ms. Mani Gupta and Ms. Garima
Sharma, Advs.

versus

INNOVENT PANEL WORKS PRIVATE LIMITEDRespondent

Through: Mr. Kumar Abhishek, Mr. Ajay
Kumar and Mr. Nikhil Kumar Singh,
Advs.

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 [hereinafter, 'the Act'] seeking appointment of a Sole Arbitrator to adjudicate the disputes between the parties arising out of Distributor Agreement dated 28.06.2022. Clause 18 of the said agreement is the Arbitration Clause which reads thus:

"18. ARBITRATION

All claims, disputes, controversies, disagreements or differences between the parties arising out of or in relation to or in connection with this Agreement or a breach thereof shall be determined by arbitration in accordance with the Arbitration and Conciliation Act, 1996, and any amendments or reenactments thereto. The Parties shall appoint a sole arbitrator as per the provisions of this Act. The seat of such arbitration shall be New Delhi."

2. The disputes having arisen between the parties, the petitioner invoked the arbitration clause by giving legal notice dated 31.01.2026, in terms of Section 21 of the Act, which did not elicit any response.

3. In this backdrop, the petitioner had approached 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 01.04.2026.

5. On 27.04.2026, Mr. Nikhil Kumar Singh, learned counsel for the respondent appeared and prayed for time to file its reply.

6. Mr. Kumar Abhishek, learned counsel appearing for the respondent submits that the reply has been filed but the same is under scrutiny. Let him pursue with the Registry and have the reply placed on record within a period of two days.

7. On a query posed by the Court as to whether the respondent is disputing the arbitration clause, Mr. Abhishek fairly states that there is no dispute as to the arbitration clause.

8. 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.

9. Since, the arbitration clause has not been disputed, the present petition is allowed, and the disputes between the parties are referred to arbitration of Ms. Pinki, Former District and Sessions Judge, Delhi, [Mob. 9910384721].

10. 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.

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



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

13. The petition stands disposed of.

MAY 26, 2026/dss

VIKAS MAHAJAN, J