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

+ **ARB.P. 564/2026**

SAIMA NAQVI

.....Petitioner

Through: Ms. Barkha Chhabra and Mr. Afroz
Khan, Advs.

versus

M/S DIGITECH CALL SYSTEM PVT. LTD.

.....Respondent

Through:

CORAM:

HON'BLE MR. JUSTICE VIKAS MAHAJAN

ORDER

26.05.2026

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1. By way of this petition filed under Section 11 of the Arbitration and Conciliation Act, 1996 (hereinafter 'the Act') petitioner seeks appointment of an Arbitrator to adjudicate the disputes between the parties arising out of Employment Agreement/Offer Letter dated 13.08.2025. Clause 14 of the said agreement is an Arbitration clause.
2. The disputes having arisen between the parties, petitioner invoked the arbitration clause by giving notice dated 10.02.2026, which failed to elicit a response.
3. The petitioner was thus, constrained to approach this Court under Section 11 of the Act by filing the present petition.
4. Notice was issued in the present petition by this Court *vide* order dated 02.04.2026, pursuant to which Mr. Yuv Raj Khatana, learned counsel



had entered appearance on behalf of the respondent on 29.04.2026.

5. He had assured the Court on the said date that he will try to get the grievance of the petitioner redressed within a period of 10 days. Accordingly, matter was adjourned to 22.05.2026. However, on 22.05.2026 there was no appearance on behalf of the respondent, and the matter was adjourned for today.

6. Though, the *vakalatnama* of Mr. Yuv Raj Khatana, Advocate on behalf of the respondent is not on record, however, the affidavit of service filed by the petitioner along with tracking report of the speed post through which the notice was sent to the respondent, is on record.

7. A perusal of the tracking report also shows that the notice was delivered to the respondent on 23.04.2026. In that view of the matter, respondent is taken to have been served.

8. Today, there is no representation on behalf of respondent when the matter is called out.

9. 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.

10. The material on record in the form of Employment Agreement/Offer Letter dated 10.02.2026, demonstrates, *prima facie*, as to the existence of the arbitration agreement. The respondent has also not appeared to controvert the above position.

11. The petition is, therefore, allowed, and the disputes between the parties are referred to arbitration of Mr. Arush Kapoor, Advocate; [Mob. 9910950400] E-mail: arushkapoor.adv@gmail.com.



12. 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.

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

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

15. Petition stands disposed of.

VIKAS MAHAJAN, J

MAY 26, 2026

N.S. ASWAL