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

+ ARB.P. 655/2026

LOESCHE INDIA PRIVATE LIMITEDPetitioner

Through: Mr. Nilesh Sharma, Advocate.

versus

AVA SPICEX PRIVATE LIMITEDRespondent

Through:

CORAM:

HON'BLE MR. JUSTICE VIKAS MAHAJAN

ORDER

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21.05.2026

1. The present petition has been filed by the petitioner under Section 11(6) of the Arbitration and Conciliation Act, 1996 (hereinafter 'the Act') seeking appointment of an Arbitrator to adjudicate the disputes between the parties arising out of Lease Agreement dated 23.06.2017. Clause 31 of the said Lease Agreement is an arbitration clause.
2. The disputes having arising between the parties, the petitioner invoked arbitration *vide* legal notice dated 02.02.2026 to the respondent. The said notice was responded by the respondent *vide* its reply dated 18.02.2026, whereby the request for appointment of sole Arbitrator was rejected.
3. In this backdrop, petitioner was constrained to file the present petition.
4. Notice in the petition was issued *vide* order dated 15.04.2026.
5. Learned counsel for the petitioner has placed on record affidavit of service along with the tracking report with regard to speed post by which the notice was sent to the respondent.
6. Perusal of the tracking report shows that the notice was delivered to



the addressee.

7. Accordingly, respondent is taken to have been served. However, there is no appearance on behalf of the respondent despite notice.

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. This position has also remained uncontroverted.

9. The Lease Agreement on record *prima facie* shows existence of the arbitration clause. The arbitration clause further provides that the Courts in Delhi will have the jurisdiction.

10. Accordingly, the petition is allowed and the dispute between the parties is referred to arbitration of Ms. Preeti Gothwal, Advocate [Mob. 8800166651, Email ID: gothwal.preity@gmail.com].

11. 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.

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

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

14. Petition stands disposed of.

VIKAS MAHAJAN, J

MAY 21, 2026/jg