



\$~4 to 6

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

+ ARB.P. 418/2026 & I.A. 6506/2026

KRISHNA AUTO RIDERS PVT LTD

.....Petitioner

Through: Mr. Sahil Tagotra, Mr. Mohit Singh
& Ms. Shreya Kasera, Advs.

versus

JCB INDIA PVT LTD

.....Respondent

Through: Mr. D Bhattacharyya, Mr. Piyush
Sharma, Ms. Deeti Ojha, Ms. Shweta
Singh & Mr. Ramapati Mishra, Advs.

5

+ O.M.P.(I) (COMM.) 537/2025, I.A. 32749/2025 & I.A. 32750/2025

KRISHNA AUTO RIDERS PVT LTD

.....Petitioner

Through: Mr. Sahil Tagotra, Mr. Mohit Singh
& Ms. Shreya Kasera, Advs.

versus

JCB INDIA PVT LTD

.....Respondent

Through: Mr. D Bhattacharyya, Mr. Piyush
Sharma, Ms. Deeti Ojha, Ms. Shweta
Singh & Mr. Ramapati Mishra, Advs.

6

+ O.M.P.(I) (COMM.) 159/2026, I.A. 10227/2026 & I.A. 10228/2026

JCB INDIA LTD

.....Petitioner

Through: Mr. D Bhattacharyya, Mr. Piyush
Sharma, Ms. Deeti Ojha, Ms. Shweta
Singh & Mr. Ramapati Mishra, Advs.



versus

KRISHNA AUTO RIDERS PVT LTD

.....Respondent

Through: Mr. Sahil Tagotra, Mr. Mohit Singh
& Ms. Shreya Kasera, Advs.

CORAM:

HON'BLE MR. JUSTICE AVNEESH JHINGAN

ORDER

12.05.2026

%

ARB.P. 418/2026 & I.A. 6506/2026

1. The present petition is filed under Section 11 of the Arbitration and Conciliation Act, 1996 (for short 'the Act') for appointment of an arbitrator.
2. The brief facts are that a Dealer Agreement dated 30.11.2018 was executed between the parties governing the appointment of the petitioner as a non-exclusive, non-assignable and authorized dealer for JCB products in certain districts of the State of Chhattisgarh. The dealership arrangement was subsequently renewed vide Agreement dated 04.06.2021. Disputes arose between the parties concerning the termination/non-extension of the petitioner's dealership with effect from 31.12.2025 on the basis of an alleged Extension Agreement dated 22.01.2025, which according to the petitioner was fraudulently fabricated by insertion of unauthorized terms in blank signed papers. Further disputes arose between the parties to the *lis*. The petitioner by notice dated 09.01.2026 invoked arbitration under Clause 27 of the Dealer Agreement. On failure to do the needful, the present petition was filed.
3. Learned counsel for the respondent on instructions has no objection for referring the matter to arbitration.



4. Learned counsel for the petitioner makes a request that the petitioner is ready to suggest the names but learned counsel for the respondent contends that the respondent is not agreeable to the names suggested by the petitioner and this court may appoint the arbitrator.

5. Accordingly, the petition is allowed by appointing Mr. Justice Permod Kohli (Retd.) (Mobile No.: 09434721111 and 9622141111) as the sole arbitrator for adjudication of the disputes which have arisen between the parties.

6. The fees of the learned Arbitrator will be governed by Schedule IV of the Act. Before entering upon reference, the learned Arbitrator will comply with Section 12 of the Act.

7. It is made clear that since this Court has not expressed any opinion on the merits of the rival claims of the parties, it will be open for the parties to file their respective claims/counter claims before the learned Arbitrator which will be considered in accordance with law.

O.M.P.(I) (COMM.) 537/2025, I.A. 32749/2025 & I.A. 32750/2025

O.M.P.(I) (COMM.) 159/2026, I.A. 10227/2026 & I.A. 10228/2026

8. Since the arbitrator has been appointed, these petitions filed under Section 9 of the Act are converted into applications under Section 17 of the Act to be taken up by the arbitrator.

9. The petitions are accordingly disposed of. Pending applications stand disposed of.

10. A copy of this order be forwarded to the learned Arbitrator for information.

AVNEESH JHINGAN, J

MAY 12, 2026/‘ha’