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

+ **ARB.P. 734/2026**

M/S MODI ENTERPRISES

.....Petitioner

Through: **Mr. Shaunak Dutta, Adv.**

versus

MEGA MART VENTURES PVT. LTD.

.....Respondent

Through: **Mr. Manish Shukla and Mr. Aditya Shukla, Adv.**

CORAM:

HON'BLE MR. JUSTICE VIKAS MAHAJAN

ORDER

% 26.05.2026

1. By this petition filed under Section 11(6) of the Arbitration and Conciliation Act, 1996 (hereinafter, 'the Act') petitioner seeks appointment of an Arbitrator to adjudicate the disputes between the parties under the Franchise Agreement dated 10.10.2024. The agreement provides for resolution of disputes by way of arbitration. Clause 12 of the said Franchise Agreement is an arbitration clause.
2. The disputes having arisen between the parties, the petitioner invoked the arbitration *vide* communication dated 03.12.2025, which was responded to by the respondent *vide* communication dated 24.12.2025 claiming to be the same as false, misleading, legally untenable and vehemently denied.
3. In this backdrop, petitioner was constrained to file the present petition under Section 11 of the Act.
4. Notice in this petition was issued on 23.04.2026.



5. Mr. Manish Shukla, learned counsel appearing on behalf of the respondent submits that the matter may be referred to mediation to explore the possibility of amicable resolution, and in the event of failure of mediation, the matter will stand referred to arbitration, which course is also acceptable to the learned counsel for the petitioner.
6. On being queried by the Court as to the existence of the arbitration clause, learned counsel for the respondent does not dispute the same.
7. Accordingly, without prejudice to the rights and contentions of the parties, the matter is referred to the mediation under the aegis of Delhi High Court Mediation & Conciliation Centre [in short, 'Centre'] to explore the possibility of an amicable settlement.
8. The parties are directed to appear before the Centre on 07.07.2026 at 03.00 P.M.
9. In case no settlement is arrived at between the parties within a period of four weeks or such further extended time as the parties may jointly agree, the matter shall stand referred to arbitration.
10. In view of the above, the present petition is disposed of with the following directions:
 - (i) The disputes between the parties under the said Lease Agreement will stand referred to the Arbitrator if parties are unable to reach an amicable settlement within four weeks or till the further extended time as the parties may agree.
 - (ii) Mr. Arush Kapoor, Advocate; [Mob. 9910950400] E-mail: arushkapoor.adv@gmail.com is appointed as the Sole Arbitrator, to adjudicate the disputes between the parties.
 - (iii) The arbitration will be held under the aegis of the Delhi International



Arbitration Centre, Delhi High Court, Sher Shah Road, New Delhi [hereinafter, referred to as the 'DIAC']. The remuneration of the learned Arbitrator shall be in terms of DIAC (Administrative Cost and Arbitrators' Fees) Rules, 2018 or as the parties may agree. The DIAC may register the case forthwith.

- (iv) The learned Arbitrator shall furnish a declaration in terms of Section 12 of the Act prior to entering upon the reference.
- (v) It is made clear that all the rights and contentions of the parties are left open for adjudication by the learned arbitrator.
- (vi) The parties shall approach the DIAC within two weeks thereafter, in case of failure to reach an amicable settlement.

VIKAS MAHAJAN, J

MAY 26, 2026
N.S. ASWAL