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

+ **ARB.P. 750/2026**

M/S HORIZON INFRA DESIGNS PVT LTD.Petitioner

Through: **Mr. Kapil Sharma and Mr. Chandra
Mamnani, Advs.**

versus

OX-LINK ELECTRONICS PRIVATE LIMITED.....Respondent

Through: **Mr. Rajesh Markanda, Mr. Keshri
Kumar and Mr. Arshdeep Singh,
Advs.**

CORAM:

HON'BLE MR. JUSTICE VIKAS MAHAJAN

ORDER

% **24.04.2026**

I.A. 11361/2026 (exemption)

1. Allowed, subject to all just exceptions.
2. The application is disposed of.

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3. By way of present petition filed under Section 11(6) of the Arbitration and Conciliation Act, 1996 [in short, 'Act'], the petitioner seeks appointment of a Sole Arbitrator to adjudicate the disputes between the parties arising out of Engineering Procurement and Construction Contract dated 16.10.2023 [hereinafter referred to as 'agreement']. The agreement provides for resolution of disputes by arbitration. Clause 17 of the agreement is the arbitration clause, which reads as under:

"17. DISPUTE MECHANISM

Any dispute arising out of this Work Order shall be resolved amicably. In case of failure of amicable process as stated above, the disputes shall be settled by Arbitration as governed by the Indian Arbitration and Conciliation Act 1996 (the "Rules") and



applicable Indian Laws prevalent at the time of conducting the Arbitration.

Parties in accordance with the Rules and shall be conducted in the English language at New Delhi.

This Agreement shall be governed by and construed in accordance with the laws of India and courts at Delhi shall have exclusive jurisdiction.”

4. As per the said clause, the courts of Delhi shall have exclusive jurisdiction. The disputes having arisen between the parties, the petitioner invoked arbitration by giving legal notice dated 13.02.2026 in terms of Section 21 of the Act. The same was responded to by the respondent *vide* its reply dated 24.03.2026.

5. It is stated that the reply of the respondent failed to address the disputes in a meaningful or satisfactory manner and did not result in constitution of an Arbitral Tribunal in terms of the arbitration clause. Hence the present petition has been filed under Section 11(6) of the Act.

6. Issue notice.

7. Mr. Rajesh Markanda, learned counsel appearing on behalf of the respondent accepts notice.

8. He submits that the respondent has no objection in case the Sole Arbitrator is appointed to adjudicate the disputes between the parties under the aegis of Delhi International Arbitration Centre, Delhi High Court, Sher Shah Road, New Delhi – 110003 [“DIAC”].

9. In view of the above statement of Mr. Markanda, the present petition is allowed. The disputes between the parties are referred to the arbitration of Mr. Tushar Singh Parmar, (Email ID:advttusharsinghparmar@gmail.com), (Mob: 7018220718).



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.
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 in the above terms.

VIKAS MAHAJAN, J

APRIL 24, 2026

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