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

+ **ARB.P. 758/2026**

LIGHTS CAMERA SOCIAL PRIVATE LIMITEPetitioner

Through: **Mr. Kumar Prashant, Adv.**

versus

M/S KFC SHOEMAKER PVT. LTD

.....Respondent

Through:

CORAM:

HON'BLE MR. JUSTICE VIKAS MAHAJAN

ORDER

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26.05.2026

1. By way of this petition filed under Section 11(5) 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 Service Agreement dated 03.10.2023 and a Renewed Agreement dated 04.10.2024. Arbitration clause is clause 16 of the said agreement.
2. The disputes having arisen between the parties, petitioner invoked the arbitration clause by giving notice dated 29.09.2025, which did not elicit any response.
3. The petitioner was thus constrained to file present petition under Section 11 of the Act.
4. The notice was issued in the present petition *vide* order dated 27.04.2026.
5. Mr. Kumar Prashant, learned counsel appearing on behalf of petitioner submits that the affidavit of service has been filed alongwith the tracking report.
6. A perusal of the tracking report shows that notice has been delivered, therefore, the respondent is taken to have been served.



7. None appeared on 15.05.2026. Even today also there is no presence on behalf of the respondent despite service.
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.
9. The material on record in the form of Service Agreement dated 23.10.2023 and a Renewed Agreement dated 04.10.2024, demonstrates, *prima facie*, as to the existence of the arbitration agreement. The respondent has also not appeared to controvert the above position.
10. The petition is, therefore, allowed and the disputes between the parties are referred to arbitration of Mr. Sandeep Ratra, Advocate; [Mob. 8800613726], Email ID: ratrasandeep24@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 26, 2026/N.S. ASWAL