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

\# **CNR No. DLHC010191662026**

\+ ARB.P. 793/2026

VIKRAM RANDHAWA & ORS. .....Petitioners

Through: Mr. Jagdeep Singh Rana, Advocate.

versus

UJJAL DIDAR SINGH GHUMAN & ORS. .....Respondents

Through: Dr. Misha Kumar and Ms. Anchal Yadav, Advocates.

CORAM:
HON'BLE MR. JUSTICE PRATEEK JALAN

O R D E R

% 28.10.2026

1. The petitioners have filed this petition under Section 11(6) of the Arbitration and Conciliation Act, 1996 [hereinafter, "the Act"], seeking appointment of an Arbitrator to adjudicate disputes between the parties under a Partnership Deed dated 22.06.2009.

2. I have heard Mr. Jagdeep Singh Rana, learned counsel for the petitioners, and Dr. Misha Kumar, learned counsel for the respondents.

3. The Partnership Deed admittedly contains an arbitration clause [Clause 16], which provides for resolution of disputes by arbitration.

4. Disputes having arisen between the parties, the respondents invoked arbitration by a notice dated 25.09.2025 addressed to the petitioners herein. The respondents asserted a claim of approximately Rs. 3.62 crores, and also sought concurrence with regard to appointment of

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an Arbitrator.

5. The petitioners replied to the aforesaid notice on 24.10.2025 disputing the respondents' claim on merits, but also indicating that they were agreeable to adjudication of disputes by a mutually agreed independent Arbitrator, and reserving their rights to raise counter claims in the arbitral proceedings.

6. In view of the parties' inability to achieve consensus on the appointment of the Arbitrator, the respondents herein filed a petition under Sections 11(4) and (6) of the Act before the High Court of Punjab and Haryana [ARB-690-2025]. However, the petition was rejected *vide* judgment dated 23.12.2025, on the ground of territorial jurisdiction. A review application [RA-CR-11-2026 in ARB-690-2025] against the said judgment was also dismissed *vide* judgment dated 10.03.2026.

7. The petitioners have thereafter filed the present petition before this Court. I am informed that the respondents have also filed a petition under Section 11(6) of the Act yesterday, i.e. 27.10.2026, which is yet to be numbered.

8. Having regard to the aforesaid factual position, the existence of the arbitration clause is undisputed. The arbitration clause has been invoked by the respondents themselves, and both parties have approached this Court for appointment of an Arbitrator, although the respondents' petition is yet to be heard.

9. In view of the above, learned counsel on both sides agree that a sole Arbitrator may be appointed by this Court, leaving it open to the parties to raise their respective claims and counter-claims before the learned Arbitrator.

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10. Having regard to the aforesaid submissions and with the consent of learned counsel for the parties, the petition is disposed of with the following directions:

a. Ms. Niti Dixit, Advocate [Tel: 9810007705] is appointed as the Sole Arbitrator to adjudicate the disputes between the parties arising out of the Partnership Deed dated 22.06.2009.

b. The arbitration will be held under the aegis of the Delhi International Arbitration Centre ["DIAC"], and will be governed by the Rules of DIAC, including as to the remuneration of the learned Arbitrator.

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

11. I am informed that the parties are resident in Chandigarh/Mohali. Learned counsel for the respondents states that, if necessary, they may request the learned Arbitrator to permit appearance through video conference. If such a request is made to the Arbitrator, it is for the learned Arbitrator to take a call on the request.

12. The petition stands disposed of in the above terms.

13. Needless to say, all rights and contentions of the parties, including as to the arbitrability and maintainability of the claims and on merits, are left open for adjudication by the learned Arbitrator.

PRATEEK JALAN, J

OCTOBER 28, 2026/*"B"*/KA/

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