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

\# **CNR No. DLHC010194542026**

\+ ARB.P. 814/2026

ENAGEN BIO .....Petitioner

Through: Mr. Ramandeep Singh, Advocate.

versus

SHIPROCKET LIMITED .....Respondent

Through: Mr. Prince Jain, Advocate.

CORAM:
HON'BLE MS. JUSTICE JYOTI SINGH

O R D E R

% 05.10.2026

I.A. 12465/2026 *(Exemption)*

1. Allowed, subject to all just exceptions.

2. Application stands disposed of.

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3. This petition is filed on behalf of the Petitioner under Section 11(6) of the Arbitration and Conciliation Act, 1996 ('1996 Act') for appointment of a Sole Arbitrator pertaining to dispute arising from a Merchant Agreement dated 08.04.2024 containing Clause 20 as the arbitration clause, envisaging adjudication of disputes arising through or from said agreement through arbitration, which reads as follows:-

> *"**20 DISPUTE RESOLUTION***
> *All disputes arising out of or in relation to this Agreement, including any question regarding its existence, validity or termination, which cannot be amicably resolved between the Parties within 15 (fifteen) days time period, shall be notified to the top management personnels (including but not limited to its directors) of both the Parties who then shall try to resolve the dispute within the time period of 30 (thirty) day. Further, in case the Parties fails to resolve the said dispute as per the aforementioned time*

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frame then the said dispute shall be settled by arbitration governed by the provisions of Arbitration and Conciliation Act, 1996 and conducted by a sole arbitrator to be mutually appointed by both the Parties. The venue/seat of Arbitration shall be Delhi and the language of arbitration shall be English. A dispute shall be deemed to have arisen when either Party notifies the other Party to that effect."

4. Learned counsel appearing on behalf of the Respondent, on instructions, fairly and candidly, does not dispute the existence of the Arbitration Agreement incorporated in Clause 20 of the Merchant Agreement dated 08.04.2024 and consequently, to appointment of the Arbitrator, subject to all rights and contentions of the Respondent being left open, including liberty to file counter claim.

5. Accordingly, this petition is allowed. Delhi International Arbitration Centre ('DIAC') is requested to appoint a Sole Arbitrator to adjudicate the disputes between the parties. Arbitral proceedings will be held under the aegis of DIAC and fee of the Arbitrator shall be fixed as per fee schedule under DIAC (Administrative Cost & Arbitrators' Fees) Rules, 2018.

6. Learned Arbitrator shall give disclosure under Section 12 of the 1996 Act before entering upon reference.

7. It is made clear that this Court has not expressed any opinion on the merits of the case and all rights and contentions of the respective parties are left open.

8. It will be open to the Respondent to file a counter claim, if any.

9. Petition is disposed of in the aforesaid terms.

JYOTI SINGH, J

OCTOBER 5, 2026/AK

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