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

+ **ARB.P. 831/2026**

M/S HAIER APPLIANCES PVT LTDPetitioner

Through: Mr. Atul Chauhan, Advocate.

versus

INSPIRE AUTOMATIONRespondent

Through: Mr. Lokendra Rana and Ms. Shivani
Sharma, Advocates.

CORAM:

HON'BLE MR. JUSTICE VIKAS MAHAJAN

ORDER

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21.05.2026

1. The present petition has been filed by the petitioner under Section 11(6) of the Arbitration and Conciliation Act, 1996 (hereinafter 'the Act') seeking appointment of an Arbitrator to adjudicate the disputes between the parties arising out of vendor agreement dated 19.09.2022. Clause 8.13 of the said agreement is an arbitration clause.
2. The disputes having arising between the parties, the petitioner invoked arbitration by giving a notice dated 23.12.2025 to the respondent. The respondent sent a reply to the forgoing notice *vide* reply dated 12.01.2026.
3. Since there was no consensus with regard to appointment of arbitrator, petitioner was constrained to file the present petition.
4. Notice in the present petition was issued *vide* order dated 07.05.2026.
5. Mr. Lokendra Rana, learned counsel appears on behalf of the respondent. On being queried by the Court as to the existence of the arbitration clause under the vendor agreement, Mr. Rana fairly states, the arbitration clause is not disputed.



6. He submits that he has no objection, if an independent Arbitrator is appointed and prayer (b) in the reply to the petition is also to the same effect.
7. 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.
8. Since the arbitration clause is not in dispute, the present petition is allowed.
9. Accordingly, the dispute between the parties is referred to arbitration of Mr. Anukirat Singh Baweja, Advocate; Enrl. No. D/3549/2022 [Mob. 7018049239]; E-mail ID anukiratsingh@gmail.com.
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. The DIAC may register the case forthwith.
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. Petition stands disposed of.

VIKAS MAHAJAN, J

MAY 21, 2026/jg