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

\# **CNR No. DLHC010200322026**

\+ ARB.P. 832/2026

UNICORN DENMART LIMITED .....Petitioner

Through: Mr. Gunjan Kumar, Mr. Kamal Singh Bisht and Mr. Ankit Kundu, Advocates.

versus

VISHAL JHA .....Respondent

Through: None.

**CORAM:**
**HON'BLE MS. JUSTICE JYOTI SINGH**

**O R D E R**

**% 06.10.2026**

**I.A. 12806/2026**

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 Sole Arbitrator to adjudicate the disputes between the parties.

4. Disputes in the instant case pertain to an Agreement between the parties for purchase of dental equipment by the Respondent from the Petitioner for his dental lab. Petitioner avers that it was agreed between the parties that Respondent would purchase the subject equipment for an amount of Rs. 18,00,000/- and since he was not in a position to pay the



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amount upfront, an amount of Rs. 3,00,000/- will be paid upfront and balance amount will be paid in 24 monthly instalments of Rs. 62,500/- each by way of ACH. However, despite the Petitioner delivering the equipment, the instalments as agreed were not paid and a balance of Rs. 6,80,000/- is still due to the Petitioner. In terms of Arbitration Clause 11, Petitioner sent notice invoking arbitration on 19.02.2026 but there was no response.

5. Respondent has been served but none appeared for the Respondent on 15.07.2026, 29.07.2026 and 02.09.2026. None appears even today despite second call. Accordingly, the Respondent is set *ex parte.*

6. There is an Arbitration Clause in the Agreement between the parties envisaging any difference or dispute arising in connection with the Agreement in question to be referred for arbitration. Notice invoking arbitration dated 19.02.2026 was sent by the Petitioner to the Respondent and the tracking report evidences delivery through speed post. Respondent has chosen not to contest the petition. Scope of this petition is restricted to determining the existence of an Arbitration Agreement and hence, there is no impediment in appointment of a Sole Arbitrator.

7. Accordingly, this petition is allowed. Delhi International Arbitration Centre ('DIAC') is requested to appointed 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, as agreed.

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

9. It is made clear that this Court has not expressed any opinion on the



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merits of the case and all rights and contentions of the respective parties are left open. It will be open to the parties to file their claims/counter-claims before the Arbitrator.

10. Petition is disposed of in the aforesaid terms.

**JYOTI SINGH, J**

**OCTOBER 6, 2026/HS**



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