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

% ***Date of Decision: 2nd , November 2026***

\# **CNR No. DLHC010204552026**

\+ ARB.P. 840/2026

M/S NUKLEUS OFFICE SOLUTIONS LIMITED .....Petitioner

Through: Ms. Kanika, Advocate (Through VC)

versus

MR. CHANDRA VIJAY (PROPRIETOR OF) MOVINZO INTEGRATED LOGISTICS .....Respondent

Through: Mr. Samyank Jain, Advocate (Through VC)

CORAM:
HON'BLE MR. JUSTICE MANOJ JAIN

J U D G M E N T *(oral)*

1. The present petition has been filed under Section 11(6) of *Arbitration and Conciliation Act, 1996* (hereinafter referred to as '*the Act*'), whereby petitioner seeks appointment of Arbitrator for adjudication of disputes between the parties.

2. The disputes between the parties, allegedly, emanate from *Membership Agreement dated 12.07.2023*. Aforesaid agreement contains arbitration clause i.e. Clause No. 13 which reads as under: -

> *"i. Any dispute, claim or controversy arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this Agreement to arbitrate, shall be determined by Arbitration in India, before a single arbitrator in accordance with the Arbitration and Conciliation Act 1996 along with all amendments . The venue of such arbitration shall be Delhi, India. The governing law of the Agreement shall be the substantive law of India. All proceedings of such arbitration, including, without limitation, any awards, shall be in the English language. The award shall be final and binding on the Parties.*

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ii. The Parties shall have the right to apply to a court of competent jurisdiction to obtain interim injunctive relief in respect of any dispute, pending resolution of such dispute in accordance with the Agreement."

3. Petitioner, besides issuing a legal notice, has also issued notice dated 17.12.2025, invoking arbitration.

4. According to petitioner, outstanding dues are of Rs. 8,83,967/- as on date of issuance of notice.

5. Learned counsel for respondent appears on advance notice and submits that as per instructions, respondent, while reserving its rights and contentions, has no objection to the appointment of Arbitrator. Learned counsel for respondent also submits that respondent would reserve its rights to file counter-claim, if any.

6. In view of the above and with the consent of the parties, the petition stands disposed of with the following directions:-

i) The disputes between parties concerning said agreement are referred to arbitration.

ii) Mr. Hardik Bedi, Advocate [Enrol. No. D/2937/16; Mobile No.9999968277] is appointed as Sole Arbitrator to adjudicate the same.

iii) The arbitration will be held under the *aegis* of *Delhi International Arbitration Centre*, New Delhi (DIAC) and would be governed by the Rules of DIAC. The fee of the Arbitrator shall be fixed as per fee schedule under DIAC (Administrative Cost and Arbitrator's fees) Rules 2018.

iv) The learned Arbitrator is requested to furnish a declaration in terms of Section 12 of *the Act* prior to entering into the reference.

v) It is made clear that all the rights and contentions of the parties,

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including as to the arbitrability of the claim and any other preliminary objections as well as merits of claim or counter claim, if any, are left open for adjudication by the learned Arbitrator.

vi) The parties shall approach DIAC within two weeks from today.

7. The petition stands disposed of in aforesaid terms.

(MANOJ JAIN)
JUDGE

NOVEMBER 2, 2026*/dr/sy*

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