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

\# **CNR No. DLHC010208372026**

\+ ARB.P. 852/2026

DIGIDARTS MARKETING PVT LTD .....Petitioner

Through: Mr. Kshitij Aggarwal and Mr. Kunal Marwah, Advocates.

versus

MITHILA PICKLES AND CHUTNEYS PVT LTD .....Respondent

Through: Mr. Shivam Wadhwa, Ms. Tushti Wadhwa, Ms. Sabrina Singh, Mr. Angad Singh and Ms. Priyal Gupta, Advocates.

CORAM:
HON'BLE MR. JUSTICE TUSHAR RAO GEDELA

O R D E R

% 07.10.2026

1. This is a petition under Section 11(6) of the Arbitration and Conciliation Act, 1996 (hereinafter referred to as '*the Act*') seeking appointment of an Arbitrator in respect of certain disputes having arisen regarding the Service Provider Agreement (hereinafter referred to as '*the Agreement*') dated 31.07.2024.

2. The petitioner claims that the respondent defaulted in payments to the extent of INR 12,79,811/-, which remains unpaid and overdue, in breach of the terms of the Agreement.

3. The arbitration agreement is stated to be encapsulated in Clause 11 of the Agreement and is extracted hereunder:-

> *"11. GOVERNING LAW AND JURISDICTION*
>
> *11.1. The Parties to this Agreement intend to discharge their obligations in utmost good faith. The Parties therefore agree that they will, at all times, act*

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in good faith, and make all attempts to resolve all differences howsoever arising out of or in connection with this Agreement through mutual discussion. Any dispute arising out of or in connection with this Agreement ("Dispute") shall first be referred to the respective senior management of the Parties for discussion and resolution no later than 30 (thirty) working days from the date on which either Party gives written notice to the other Party that such a Dispute exists. Such discussion may be held telephonically if travel is impractical for either Party.

11.2. If mutual discussion as specified in this Clause above fails to resolve the Dispute, any dispute arising out of or in connection with this Agreement, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration administered by the Delhi International Arbitration Centre (affiliated to the Delhi High Court) in accordance with the Rules of the Delhi International Arbitration Centre, which rules are deemed to be incorporated by reference in this clause. The seat of the arbitration shall be Delhi International Arbitration Centre located at New Delhi, India. The tribunal shall consist of 1 arbitrator. The language of the arbitration shall be English.

11.3. The Agreement hereunder shall be governed by and construed in accordance with the laws of India. All disputes or questions arising hereunder or in relation to or incidental to this Agreement shall be resolved exclusively in the courts of New Delhi only."

4. It is stated that despite the petitioner making certain attempts to resolve the matter amicably, the respondent had failed to cooperate. The respondent is stated to have also not further made payment of the outstanding dues. On account of such alleged failure, the petitioner claims to have issued legal notice dated 08.01.2026 under Section 21 of the Act invoking arbitration in terms of Clause 11 of the Agreement.

5. It is stated that to the notice dated 08.01.2026, the respondent had objected so far as the amount claimed is concerned. However, the respondent at the same time was also willing to resolve the matter amicably. It is stated that post such reply, the parties did in fact try to resolve the dispute amicably, however, failed in their efforts. The present petition was necessitated on the aforesaid account.

6. On the last date of hearing learned counsel for the respondent was

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required to take instructions as to whether the respondent would be willing to participate the arbitration proceedings. Today, Ms. Sabrina Singh, learned counsel appearing for the respondent states that the respondent is willing to participate arbitration proceedings in terms of the Clause 11 of the Agreement.

7. Having regard thereto, the petition is allowed and the following directions are passed:

i) Mr. Gaurav Sharma, Advocate (Mob. No.9990116727) is appointed as a Sole Arbitrator to adjudicate the disputes between the parties.

ii) The arbitration will be held under the aegis and rules of the Delhi International Arbitration Centre, Delhi High Court, Sher Shah Road, New Delhi (hereinafter, referred to as the '*DIAC*').

iii) The remuneration of the learned Arbitrator shall be in terms of DIAC (Administrative Cost and Arbitrators' 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, including as to the arbitrability of any of the claim, any other preliminary objection, as well as claims/counter-claims and merits of the dispute of either of the parties, are left open for adjudication by the learned arbitrator.

vi) The petitioner shall approach the learned Arbitrator within two weeks from today.

8. The petition stands disposed of.

TUSHAR RAO GEDELA, J

OCTOBER 7, 2026/*Sumit*

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