



\$~53

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

+ ARB.P. 798/2025

M/S HARYANA FREIGHT CARRIERS PVT. LTD.....Petitioner

Through: Mr. Pradeep Kumar Mathur,
Advocate.

versus

SHRI AJAY KUMAR GUPTA

.....Respondent

Through: Mr. Raj Gaurav, Advocate.

CORAM:

HON'BLE MR. JUSTICE VIKAS MAHAJAN

ORDER

%

17.03.2026

I.A. 13099/2025 (under Section 151 CPC seeking exemption from filing the certified copy of documents)

1. Exemption allowed, subject to all just exceptions.
2. The application stands disposed of.

ARB.P. 798/2025

1. By way of present petition filed under Section 11(5) of the Arbitration and Conciliation Act, 1996 (in short, 'Act'), the petitioner seeks appointment of an Arbitrator to adjudicate disputes between the parties arising out of Booking Associate Agreement dated 03.11.2019.
2. Mr. Pradeep Kumar Mathur, learned counsel appearing on behalf of the petitioner clarifies that in the prayer clause inadvertently the date of agreement has been mentioned as 07.07.2024, whereas, the correct date of agreement is 03.11.2019. The agreement provides for resolution of disputes by arbitration. Clause 19 is the arbitration clause, which reads thus:



“19. Any dispute, differences and or claims arising out of this agreement shall be referred to the sole arbitrator to be appointed by "HFCPL". The place of arbitration shall be at New Delhi only. The award/decision of the Arbitrator shall be binding on both the parties.”

3. The disputes having arisen between the parties, the petitioner invoked the arbitration clause by giving a notice dated 11.02.2025 proposing the name of the arbitrator. The notice was replied by the respondent on 19.02.2025, however, no consensus was arrived at on the name of the Arbitrator. The petitioner has, therefore, approached this Court under Section 11(5) of the Act.

4. Notice was issued by this Court *vide* order dated 28.05.2025.

5. Mr. Raj Gaurav, Advocate has entered appearance on behalf of the respondent. He submits that the clause provides for unilateral appointment of arbitrator by the petitioner which is contrary to the law laid down in **“Perkins Eastman Architects DPC and Anr. vs. HSCC (India) Limited, (2020) 20 SCC 760.”** He further contends that agreement is not sufficiently stamped.

6. Since the arbitration clause provides for unilateral appointment, which is not legally permissible in view of the decision of the Hon’ble Supreme Court in **Perkins Eastman Architects DPC and Anr.** (supra), the petitioner has rightly approached this Court for the appointment of an Arbitrator by invoking Section 11 of the Act.

7. In respect of the submission of learned counsel for the respondent that the agreement is insufficiently stamped, a query was posed by the Court as to which provision of law provides for stamping of agreement and how much stamp duty ought to have been affixed on the agreement, he is not able



to show any material to that effect.

8. At the stage of proceedings under Section 11 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. The material on record and particularly the above noted clause of the Agreement demonstrates, *prima facie*, that the arbitration agreement exists between the parties. The respondent has also not controverted the said clause.

9. The petition is, therefore, allowed.

10. Accordingly, the dispute between the parties is referred to arbitration of Mr. Shivam Sachdeva, Advocate [Mob. 9971358035, Email-office@sachdevas.in].

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. Learned sole arbitrator shall be entitled to a fee in accordance with the Fourth Schedule of the Act; or as may otherwise be agreed to between the parties and the learned Sole Arbitrator.

14. Petition stands disposed of.

VIKAS MAHAJAN, J

MARCH 17, 2026
Sh