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

% ***Date of Decision: 18th November, 2026***

\# **CNR No. DLHC010353582026**

\+ ARB.P. 1351/2026

IG CONSTRUCTION .....Petitioner

Through: Ms. Shalini Haldar with Mr. Khushal Madan, Advocates (through V.C.)

versus

EVEREST INDUSTRIES LTD .....Respondent

Through: None.

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(5) & 11(6) of *Arbitration and Conciliation Act, 1996*, seeking appointment of a Sole Arbitrator for resolution of disputes which have arisen between the parties.

2. The disputes emanate from a continuous commercial relationship between the parties. Lastly, a contract for service agreement was executed between the parties on 15.07.2019 which continued through subsequent renewals/extensions, the last being *vide* Extension Letter dated 24.12.2024.

3. As per the abovesaid agreement, the respondent consistently availed the services provided by the petitioner without any protest or without any allegation of deficiency. However, despite the above, the respondent failed to make the agreed payment. The legal notice was sent to respondent demanding outstanding dues of Rs.6,46,501/-.

4. The agreement in question also contains arbitration clause which reads as under:-

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"20.0 ***ARBITRATION***

20.1 *All questions or differences whatsoever which may at any time hereafter arise between the parties hereto touching these presents or the subject matter hereof or arising out of or in relation thereto respectively and whether as to construction or otherwise shall be referred to arbitration in accordance with and subject to the provisions of Arbitration Act 1996, or any statutory modification or re-enactment thereof for the time being in force and all proceedings in such Arbitration shall be held in Delhi. The Arbitration shall be conducted by a Sole Arbitrator who shall be appointed with mutual consensus. Courts in Delhi shall have exclusive jurisdiction for all purposes."*

5. According to petitioner, it, even, invoked arbitration by sending a notice on 14.03.2026, which yielded no result.

6. Notice was directed to be issued upon respondent and as per the service report, respondent is found to be duly served at their Mumbai address. Affidavit of service has also been placed on record by the petitioner which states that service through electronic mail (e-mail) was served upon respondent as well as their counsel upon the designated e-mail addresses and e-mails have been successfully delivered as these never bounced back.

7. The Court has also gone through the service report *qua* the ordinary process which, clearly, indicates that respondent has been duly served at its Mumbai address on 09.10.2026. Despite such service, there is no appearance from the side of respondent, which goes on to suggest that respondent is not desirous of defending the matter. They are, thus, being proceeded *ex-parte* in the present proceedings.

8. In view of the above and keeping in mind the fact that respondent has not chosen to defend the matter, the present petition stands disposed of with the following directions:-

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

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ii) Mr. Dipankar Sharma, Advocate (9810713433), E-mail *dipankar.sharma.law@gmail.com* 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 *Arbitration and Conciliation Act, 1996* 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 the claim and any other preliminary objections regarding limitation, misjoinder etc. 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.

9. The petition stands disposed of in aforesaid terms.

10. A copy of this order be sent to Mr. Dipankar Sharma, Advocate for information through e-mail.

(MANOJ JAIN)
JUDGE

NOVEMBER 18, 2026/st/sam

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