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IN THE HIGH COURT OF DELHI AT NEW DELHI

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ARB.P. 893/2025

RADICO KHAITAN LIMITED

.....Petitioner

Through: Mr. Kamal Garg, Adv.

versus

M/S PANDEY ENTERPRISES & ORS.

.....Respondents

Through: Ms. Aarushi Gupta, Adv.

CORAM:

HON'BLE MR. JUSTICE VIKAS MAHAJAN

ORDER

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07.05.2026

1. By way of the present petition filed under Section 11(6) of the Arbitration and Conciliation Act, 1996 [in short, 'Act'], the petitioner seeks appointment of a Sole Arbitrator to adjudicate the disputes between the parties under the Memorandum of Association (MoA) dated 01.04.2022 entered into between the parties, as well as, invoices issued by the petitioner.
2. The said MoA provides for resolution of disputes by arbitration. Arbitration Clause contained in MoA reads thus:

“ARBITRAION: -

That all disputes which shall arise between the parties concerning or in any way connected with the association or after its determination of the interpretation of those present or any other member whatsoever touching the association affairs shall be referred to a single arbitrator to be nominated unanimously by both the parties.”

3. Besides that, invoices issued against the goods sold to the respondents, bears the Arbitration clause, which is at point no.4 of Terms and Conditions mentioned in the Invoices and reads as follows:



"4) Any dispute (whether contractual or otherwise) arising out of this transaction between the Parties or arising out of or relating to or in connection with this invoice shall be referred for arbitration in terms of Arbitration and Conciliation Act 1996 or any amendment thereof. The arbitration shall be conducted by a sole arbitrator to be appointed by Radico Khaitan Limited in its sole discretion. The seat of Arbitration shall be Delhi. This invoice shall be governed by the laws of India and Courts in Delhi shall have exclusive jurisdiction over matters arising from this transaction/ invoice. The Buyer shall be deemed to have accepted all terms and conditions contained in the invoice including the arbitration agreement by accepting the goods delivered under this invoice."

4. A perusal of the arbitration clause in the MoA as well as invoices shows that venue of the arbitration has been mentioned as New Delhi.

5. The dispute having arisen between the parties, the petitioner invoked arbitration by giving a legal notice dated 06.07.2024, which was responded to by the respondents *vide* reply dated 15.07.2024 whereby the respondents controverted factual allegations but accepted the existence of arbitration clause. Further rejoinder dated 19.07.2024 to the aforementioned reply was given by the petitioner.

6. However, it seems no consensus was arrived at between the parties as regards the appointment of Arbitrator. Thus, present petition was filed by the petitioner under Section 11(6) of the Act.

7. Notice was issued in the petition *vide* order dated 03.07.2025, when Mr. Ayush Negi, learned counsel appeared on behalf of the respondents, on advance service. At joint request of learned counsels for the parties, the matter was referred to Delhi High Court Mediation and Conciliation Centre [in short, 'Centre']. The report received from the Centre states that the



matter was 'not settled'.

8. Today, Ms. Aarushi Gupta, learned counsel appearing on behalf of the respondent, submits that she does not dispute the existence of arbitration clause. She further submits that she has no objection in case the arbitrator is appointed to adjudicate the dispute between the parties.

9. In view of the above, the petition is allowed.

10. Accordingly, the dispute between the parties is referred to arbitration of Mr. Abhishek Grover, Advocate [Mob. 98718045649].

11. The arbitration will be held under the aegis of Delhi International Arbitration Centre, Delhi High Court, Sher Shah Road, New Delhi – 110003 ["DIAC"] and shall be governed by the Rules of DIAC including as to the remuneration of the learned Arbitrator. The DIAC may register the case forthwith.

12. The learned Arbitrator is requested to furnish a declaration under Section 12 of the Act prior to entering upon the reference.

13. It is made clear that all rights and contentions of the parties are left open for adjudication by the learned Arbitrator.

14. The petition stands disposed of.

VIKAS MAHAJAN, J

MAY 7, 2026

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