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

\# **CNR No. DLHC010400392026**

\+ ARB.P. 1527/2026

M/S SYNERGY BAXIS ENTERPRISES PVT LTD

.....Petitioner

Through: Ms. Gazal Ghai, Adv.

versus

M/S GOODYEAR INDIA LIMITED .....Respondent

Through: Mr. Sukrit R. Kapoor and Ms. Tanya Kanojia, Advs.

CORAM:
HON'BLE MR. JUSTICE OM PRAKASH SHUKLA

O R D E R

% 18.11.2026

1. The present petition has been filed under Section 11(6) of the Arbitration and Conciliation Act, 1996[1] seeking appointment of an independent and impartial Sole Arbitrator to adjudicate the disputes arising between the parties out of an Indirect Vendor Agreement dated 09.01.2023.

2. Clause 8 of the Agreement provides for arbitration and reads as follows:

> *"8. DISPUTE RESOLUTION, ARBITRATION AND GOVERNING LAW*
> *8.1. In the event of any dispute, differences or claims arising out of or in connection with or incidental to this Agreement or the construction or interpretation of any of the clauses hereof or anything done or omitted to be done pursuant hereto ("Dispute"), the Parties shall first endeavor to amicably settle such Disputes within 30 (Thirty) days of one Party intimating the existence of such Dispute to the other Party ("Settlement Date").*

[1] "Act" hereinafter

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8.2. If the Parties are unable to settle their Dispute until the Settlement Date, such Dispute shall be referred to arbitration and the Parties shall mutually appoint one arbitrator. In the event the Parties fail to appoint one arbitrator within a period of 15 days, the arbitrator shall be appointed in accordance with the provisions of the Arbitration and Conciliation Act, 1996 (as amended).
8.3. The seat of arbitration shall be Delhi and the proceedings shall be conducted in English.
8.4. The cost of arbitration shall initially be borne by the respective Party incurring the costs and such cost shall be the subject matter of the award. The award shall be final and binding on the Parties.
8.5. Notwithstanding any other provision of this Agreement, the Parties shall be entitled to seek preliminary injunctive relief from any court of competent jurisdiction pending the final decision or award.
8.6. This Agreement shall be governed by Indian law. The Parties submit to the exclusive jurisdiction of the competent courts of law in New Delhi for any legal proceedings in relation to this Agreement."

3. Learned Counsel appearing on behalf of the Respondent submits that they have no objection to the appointment of an independent Arbitrator by this Court.

4. It is well settled that, while exercising jurisdiction under Section 11 of the Act, the scope of enquiry is confined to examining the *prima facie* existence of an arbitration agreement[2].

5. In the present case, there is no dispute with regard to the existence of a valid arbitration clause between the parties.

6. The claimed amount is stated to be Rs.2 crores 72 lakhs approx.

7. Further, the parties are *ad idem* with respect to the reference of

[2] **SBI General Insurance Co. Ltd. v. Krish Spinning 2024 SCC OnLine SC 1754**

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the disputes to arbitration. In the aforesaid circumstances, this Court finds no impediment in appointing a Sole Arbitrator.

8. Accordingly, Ms. Aditi Tripathi, Advocate (Mob. No.9903072274) is appointed as a learned Sole Arbitrator to adjudicate the disputes arisen between the parties. The learned Sole Arbitrator shall enter upon the reference within two weeks from today.

9. The learned Sole Arbitrator will proceed to the arbitration proceedings subject to furnishing requisite disclosures as required under Section 12(2) of the Act within two weeks of entering reference.

10. The arbitration shall be carried under the rules and aegis of Delhi International Arbitration Centre ("DIAC"). The learned Arbitrator shall be entitled to fees as per the Schedule of Fees maintained by the DIAC.

11. It shall be open to the parties to raise all pleas, including objection with respect to arbitrability, jurisdiction, if any or any other objection, which shall be decided by the learned Sole Arbitrator in accordance with law.

12. Needless to state that the observations made hereinabove are solely for the purpose of deciding the instant petition under Section 11(6) of the Act. The learned Sole Arbitrator shall proceed with the claims and counter-claims without being influenced by the observations of this Court.

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13. The Registry is directed to send a receipt of this order to Ms. Aditi Tripathi, learned Arbitrator through all permissible modes including email.

14. Accordingly, the present petition is disposed of in the above terms.

OM PRAKASH SHUKLA, J

NOVEMBER 18, 2026*/gunn*

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