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

\# **CNR No. DLHC010509502026**

\+ ARB.P. 1890/2026 & I.A. 29273/2026

HOLISOL LOGISTICS PRIVATE LIMITED .....Petitioner
Through: Mr. Kartikaya Gautam, Advocate.

versus

ESHOPBOX ECOMMERCE PRIVATE LIMITED .....Respondent
Through:

CORAM:
HON'BLE MR. JUSTICE TUSHAR RAO GEDELA

O R D E R

% 27.10.2026

1. This is a petition under Section 11 of the Arbitration and Conciliation Act, 1996 (hereinafter referred to as the *'Act'*) seeking appointment of an arbitrator in connection with the Assets Lease Agreement dated 04.07.2025.

2. Clause 10.8 encapsulating the Arbitration Agreement is extracted hereunder:

> *"10.8 Dispute Resolution & Jurisdiction:*
>
> *a. This Contract shall be governed by and interpreted in accordance with Indian law and the parties submit to the jurisdiction of the Indian courts.*
>
> *b. All disputes and/ or claims and / or questions whatsoever which shall arise during the continuance of this Agreement or afterwards either between the parties hereto or their respective representatives touching these presents, or the construction or application thereof, or any clause or thing herein contained, or any account or liability between the parties hereto, or as to any act, deed or omission of any party hereto in any way relating to these presents, shall be referred to arbitration to be conducted in accordance with the rules of arbitration and conciliation of the Arbitration and Conciliation Act, 1996 or any law pertaining to domestic arbitration as prevailing and in force at the time of such dispute/claim or question. The proceedings of such arbitration shall be held at Delhi only.*

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c. All legal proceedings shall be subject to the exclusive jurisdiction of the Courts at Delhi"

3. It is stated that on account of the disputes having arisen, the petitioner issued a notice dated 10.08.2026 invoking arbitration under Section 21 of the Act and in terms of Clause 10.8 of the Agreement by proposing three names for the respondent's concurrence as the sole arbitrator. It is stated that the notice was received by the respondent and *vide* the communication dated 07.09.2026, while declining to consent for the names proposed, the respondent is stated to have conveyed its no objection to the appointment of an independent sole arbitrator by the Court.

4. It is stated that since no further action had been taken, the present petition has been filed.

5. The petitioner had issued a notice under Section 21 of the Act in accordance with Clause 10.8 of the Assets Lease Agreement dated 04.07.2025 on 10.08.2026. The relevant portion whereof is extracted hereunder:

"18. That during the said execution of Local Commission under the Order and directions of the Hon'ble High Court of Delhi, it was found out that all the assets of our Client were lying out in the open and in a very deplorable state. Furthermore, the assets were subjected to heavy rains and were rusting significantly depreciating their value.

19. In view of the above, and owing to your continued non-cooperation, failure to handover the Assets of our Client and payment of admitted outstanding amounts, a dispute is deemed to have arisen between the parties, thereby entitling our Client to invoke arbitration in accordance with Clause 10.8 of the Agreement and Section 21 of the Arbitration and Conciliation Act, 1996.

20. Accordingly, our Client hereby nominates the following arbitrators, any one of whom may be mutually agreed upon by you as the sole arbitrator to adjudicate the disputes between the parties:

i. Mr. Arun Kumar Arya, Judge (Retd.), Delhi District Courts
ii. Mrs. Kawal Inder, Judge (Retd.), Delhi District Courts
iii. Mr. Ankit Jain, Sr. Advocate

21. You are requested to communicate your choice of arbitrator from the above panel within thirty (30) days of receipt of this notice, failing which, our Client shall be constrained to initiate appropriate proceedings for

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appointment of the Arbitrator.

22. This notice is issued without prejudice to any other rights, remedies, or legal recourse available to our Client under applicable laws, including for recovery of interest, legal costs, and damages arising from your breach of the Agreement."

6. It is stated that in response to the said notice, the respondent *vide* the reply dated 07.09.2026 had not accepted the names of the arbitrators proposed in the said notice issued by the petitioner. The respondent in the said letter has unequivocally agreed to adjudication of the disputes by way of an arbitration procedure by appointment of a sole arbitrator either through the Delhi International Arbitration Centre (hereinafter referred to as the *'DIAC'*) or by appointment by this Court. The said relevant paragraphs are extracted hereunder:

"2. Without prejudice to the foregoing, and solely to demonstrate its bona fides, our Client states that it has no objection to the disputes between the parties (including our Client's counter-claims) being adjudicated by an independent sole arbitrator having no prior association with either party or their counsel, to be selected by one of the following neutral modes:

1. by appointment through the Delhi International Arbitration Centre under its Rules; or

(ii) by appointment by the Hon'ble High Court of Delhi under Section 11(6) of the Act from among persons not proposed by either party.

3. Holisol is called upon to communicate, within fifteen (15) days of receipt of this reply, whether it is agreeable to any of the modes at paragraph 9 above. Should Holisol instead persist in seeking an appointment on the basis of its own panel, our Client shall place this reply on record in any such proceedings and seek costs.

4. Our Client's participation in any process for constitution of a tribunal, or in any arbitral proceedings, shall be without prejudice to its objections as to the scope of the reference and the jurisdiction of the tribunal, which are reserved to be raised under Section 16 of the Act.

C. RESERVATION OF RIGHTS

1. This reply is issued without prejudice to all rights, remedies and contentions of our Client, whether in the proceedings pending before the Hon'ble High Court of Delhi or otherwise, all of which are

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expressly reserved. Nothing herein shall be construed as an admission of any fact or liability, or as a waiver of any objection. Our Client reserves the right to add to, alter or amend the contents hereof, and to place additional facts and documents on record. A copy of this reply is retained for production before any court or tribunal as may be necessary."

(emphasis supplied)

7. Having regard to the aforesaid, it appears unnecessary to issue notice to the respondent, since unequivocally the respondent has no objection in case this Court appoints a sole arbitrator for adjudication of the disputes, as has been clearly admitted in the reply notice dated 07.09.2026.

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

i) Ms. Deepika V. Marwaha, Senior Advocate (Mob. No.9810046917) 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 DIAC, Delhi High Court, Sher Shah Road, New Delhi.

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.

9. The copy of this order be furnished forthwith to the respondent both by

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e-mail as well as by ordinary mode.

10. Learned counsel for the petitioner undertakes to furnish a copy of the present order to the respondent within a week from date.

11. The petition is disposed of alongwith all the pending applications.

TUSHAR RAO GEDELA, J

OCTOBER 27, 2026/*anj*

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