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IN THE HIGH COURT OF DELHI AT NEW DELHI

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ARB.P. 1599/2025

IDENTIFYPLUS DELIVERY SERVICES PVT. LTD.....Petitioner

Through: Ms. Shilpa Kumari, Adv.

versus

CREATIVITY AT BEST TECHNOLOGIES LTD.....Respondent

Through: None.

CORAM:

HON'BLE MR. JUSTICE VIKAS MAHAJAN

ORDER

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06.02.2026

IA No.24468/2025(for condonation of delay of 70 days in refilling the petition)

1. For the reasons mentioned in the application, the application for condonation of delay is condoned.

2. Application stands disposed of.

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3. By way of this petition under Section 11(6) of the Arbitration and Conciliation Act, 1996 (the Act), the petitioner seeks appointment of an Arbitrator to adjudicate the disputes between the parties under the binding Term Sheet dated 27th February, 2023. The Agreement provides for the resolution of disputes by Arbitration. Clause 26 of the binding Term Sheet contains the Arbitration Clause, which reads thus.

26.	Governing Law and Dispute Resolution	This Term Sheet and any Definitive Agreements will be governed by and construed in accordance with the law of
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		India. Any dispute arising out of or in connection with this Term Sheet and any definitive agreements shall be referred to and finally resolved by arbitration. The Arbitral Tribunal shall comprise of 3 arbitrators, of which the Acquirers shall nominate 1 Arbitrator, the Existing Shareholders and the Target Company shall jointly nominate 1 Arbitrator and the third arbitrator shall be appointed mutually by the two nominated arbitrator. The language of the arbitration shall be English and the parties shall bear the costs equally. This Term Sheet shall, in all respects, be governed by and construed in all respects in accordance with the laws of India and, subject to the Dispute Resolution provision mentioned hereinabove, courts in Delhi, India shall have exclusive jurisdiction over the Dispute referred to it under this Term Sheet.
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4. The clause thus, provides that the Courts in Delhi shall have exclusive jurisdiction over the disputes referred under the Term Sheet. The disputes having arisen between the parties, the petitioner invoked Arbitration by giving a notice dated 27th May, 2025 in terms of Section 21 of the Act. The said notice did not elicit any response.
5. Notice was issued in the present petition on 26.09.2025.
6. Mr. Anoj Kumar Singh and Ms. Smiridhi Babbar, Advocates had entered appearance on behalf of the respondent on 31.10.2025.
7. At request of the parties, the matter was referred to Mediation for



exploring a possibility of amicable settlement. However, the settlement between the parties did not fructify.

8. On 23.01.2026, again Mr. Anoj Kumar Singh appeared on behalf of the respondent and prayed for time to seek instructions and, if deemed necessary, to file reply before the next date.

9. However, on the next date, i.e., on 04.02.2026 there was no appearance on behalf of the respondent. The matter was, therefore, adjourned for today in the interest of justice. Today again, there is no representation on behalf of the respondent.

10. 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 left open to be determined by the learned Arbitrator.

11. On the face of the material on record, particularly the binding Term Agreement, which contains an Arbitration Clause in the form of Clause 26, this Court is *prima facie* of the view that the Arbitration Clause exists between the parties. The respondent has also not controverted the Arbitration Clause.

12. In view of the above, the petition is allowed and the disputes between the parties are referred to the arbitration of Mr. Sudhir Kumar Sharma, Advocate (Mobile No. 9811232930, Email ID: sudhirksharma.29@gmail.com).

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



14. The learned Arbitrator, as appointed by DIAC is requested to furnish a declaration under Section 12 of the Act prior to entering upon the reference.
15. It is made clear that all rights and contentions of the parties are left open for adjudication by the learned Arbitrator.
16. The petition stands disposed of.

FEBRUARY 6, 2026

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VIKAS MAHAJAN, J