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

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ARB.P. 1635/2025

M/S RAAMKAY CROP SCIENCE SOLUTIONS PVT  
LTD

.....Petitioner

Through: Mr. V. D'Costa, Advocate.

versus

MR LURU PRASAD JAISWAL

.....Respondent

Through:

**CORAM:**

**HON'BLE MR. JUSTICE VIKAS MAHAJAN**

**ORDER**

**30.01.2026**

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1. The present petition has been filed by the petitioner under Section 11(6) of the Arbitration and Conciliation Act, 1996 (hereinafter 'Act') seeking appointment of an Arbitrator to adjudicate the disputes between the parties under the Distributor Agreement dated 23.05.2021 (hereinafter 'Agreement'). Clause 21 of the aforesaid Agreement contains the arbitration clause. It further provided in the arbitration clause that seat of arbitration shall be at New Delhi.
2. Upon a dispute having arisen between the parties, petitioner invoked arbitration by giving a legal notice dated 21.08.2025 in terms of Section 21 of the Act, which did not elicit any response by the respondent. The petitioner has, therefore, approached this Court under Section 11(6) of the Act.
3. Notice in the petition was issued vide order dated 09.10.2025. A perusal of the order dated 04.12.2025 passed by the learned Joint Registrar



shows that the respondent has refused to accept the notice. In that view of the matter, the respondent is deemed to have been served.

4. There is no representation on behalf of the respondent today when the matter is called out.

5. 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 to be left open for determination by the learned Arbitrator.

6. The material on record, particularly the arbitration clause in the Agreement, demonstrates *prima facie* that an arbitration agreement exists between the parties. The respondent has also not appeared to controvert the averments made in the petition. The petition is, therefore, allowed.

7. Accordingly, the disputes between the parties are referred to arbitration of Mr. Amol Sinha, Advocate (Mob. 9560020333, Email ID: [amolsinha1@yahoo.com](mailto:amolsinha1@yahoo.com)).

8. 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.

9. 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.

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

11. As the respondent has not entered appearance in these proceedings, it is made clear that the respondent must be served in accordance with DIAC



Rules in the arbitration proceedings.

12. Petition stands disposed of.

**VIKAS MAHAJAN, J**

**JANUARY 30, 2026/jg**