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

+ **ARB.P. 1640/2025**

HIMANSHU NAGAR

.....Petitioner

Through: **Mr. R.S. Chaggar, Advocate**
(through VC)

versus

**M/S NEW HAIR PALACE PVT LTD THROUGH ITS MANAGING
DIRECTOR & ORS.**

.....Respondents

Through: **None.**

CORAM:

HON'BLE MS. JUSTICE MINI PUSHKARNA

ORDER

% **15.04.2026**

This Case is being taken up today as 14th April, 2026 was declared as a holiday on account of 'B.R. Ambedkar Jayanti'.

1. None appears for the respondents when the matter is called out.
2. No reply has been filed on behalf of the respondents, despite opportunity.
3. The parties had earlier been referred to mediation.
4. However, as the Mediation Report dated 25th February, 2026, the mediation was a 'non-starter', since the respondents did not appear before the learned Mediator.
5. Accordingly, this Court has proceeded with the matter.
6. The present petition has been filed under Section 11(6) of the Arbitration and Conciliation Act, 1996 ("Arbitration Act"), seeking appointment of Sole Arbitrator for adjudication of disputes between the



parties, arising out of a Franchise Agreement dated 27th September, 2023, executed between the parties.

7. Learned counsel appearing for the petitioner submits that in September, 2023, respondent nos. 2 and 3, representing respondent no. 1, induced the petitioner to invest Rs. 31,00,000/- in their salon business.

8. He submits that in view thereof, the parties had entered into the said Franchise Agreement for the salon located at 257-258, *Pocket-B5, Sector-7, Rohini, Delhi – 110085*.

9. It is further submitted that on account of breach of the terms of the Franchise Agreement by the respondents, disputes arose between the parties, as the respondents had failed to honor the payment obligations under the said Agreement.

10. At this stage, learned counsel appearing for the petitioner draws the attention of this Court to Clause 18 and 19 of the Franchise Agreement, containing the arbitration and the jurisdiction clause, which reads as under:

18. SETTLEMENT OF DISPUTES.

18.1 Disputes and differences, if any, arising out of this AGREEMENT, which both PARTIES hereto are unable to solve mutually will be settled by Arbitration at New Delhi in accordance with Rules of Arbitration of the Indian Arbitration and Reconciliation Act 1996 and as amended to the date of application.
date of application.

19. GOVERNING LAW.

19.1

This AGREEMENT shall be governed by the laws of India and courts at Delhi shall have jurisdiction to entertain all disputes arising out or

11. Accordingly, a perusal of the aforesaid clauses shows that there is a valid Arbitration Agreement between the parties and that the courts at Delhi



shall have jurisdiction.

12. This Court also takes note of the submission made by learned counsel appearing for the petitioner that on account of the disputes between the parties, the parties sent a Notice dated 26th June, 2025 to the respondents invoking the Arbitration Clause under Section 21 of the Arbitration Act, which was duly served upon the respondents, however, no response was made towards the same.

13. Learned counsel for the petitioner submits that the approximate claim of the petitioner is for Rs. 40 lacs.

14. Accordingly, this Court is satisfied that there is a valid Arbitration Clause between the parties, and there are disputes between the parties, which are required to be adjudicated through the process of Arbitration.

15. In view of the above, the following directions are issued:

- i. Mr. Pritish Sabharwal, Advocate, (Mobile No.: 9871878690, 7678296077) is appointed as a Sole Arbitrator to adjudicate the disputes between the parties.
- ii. The remuneration of the Arbitrator shall be in terms of Schedule IV of the Arbitration Act.
- iii. The Arbitrator is requested to furnish a declaration in terms of Section 12 of the Arbitration Act prior to entering into the reference. In the event there is any impediment to the Arbitrator's appointment on that count, the parties are given liberty to file an appropriate application before this Court.
- iv. It shall be open to the respondents to raise counter-claims, if any, in the arbitration proceedings.
- v. It is made clear that all the rights and contentions of the parties, including, the arbitrability of any of the claims and/or counter-claims, any



other preliminary objection, as well as claims on merits of the dispute of either of the parties, are left open for adjudication by the learned Arbitrator.

vi. The parties shall approach the Arbitrator within two (2) weeks from today.

16. Needless to state, nothing in this order shall be construed as an expression of this Court on the merits of the case.

17. The petition is disposed of in the aforesaid terms.

18. The Registry is directed to send a copy of this order to learned Arbitrator, for information and compliance.

MINI PUSHKARNA, J

APRIL 15, 2026/ak