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

+ **ARB.P. 1738/2025**

RENU THAKKAR AND ORS

.....Petitioners

Through: Mr. Rajesh Kumar, Adv.

versus

AIRCEL LTD AND ANR

.....Respondents

Through: Ms. Charu Bansal and Ms. Moushnee Shukla, Advs. for R-1.

Mr. Nakul Gandhi, Mr. Mujeeb, Mr. Mridul and Ms. Siddhi, Advs. for R-2.

CORAM:

HON'BLE MR. JUSTICE VIKAS MAHAJAN

ORDER

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06.02.2026

1. 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 dispute between the parties under the License Agreement dated 27.08.2008.
2. The agreement provides for resolution of disputes by arbitration. The relevant clause in the License Agreement is Clause 11, which reads thus:

“11. DISPUTE RESOLUTION AND APPLICABLE LAWS

In the event of any dispute arising by and between the parties hereto, the same shall be amicably resolved by Conciliation, failing which, by Arbitration conducted by a sole arbitrator duly nominated by the Licensee, in accordance with the provisions of the Arbitration & Conciliation Act, 1996 (as amended). The venue of the Arbitration shall be Delhi. The decision of the



arbitrator shall be final and binding on the parties. All disputes shall be subject to the jurisdiction of Delhi courts. The governing law shall be laws of India.”

3. The clause provides that venue of the arbitration shall be Delhi. It further provides that all disputes shall be subject to the jurisdiction of Delhi Courts.
4. Dispute having arisen between the parties, the petitioners invoked arbitration by giving a notice dated 17.02.2025, which did not elicit any response.
5. Notice was issued in the present petition on 16.10.2025. Both the respondents are represented before the Court.
6. Ms. Charu Bansal, the learned counsel appearing on behalf of respondent no.1 submits that original License Agreement dated 27.08.2008 was entered into between the petitioners and the respondent no.1. However, subsequently the rights and liabilities of the respondent no.1 were transferred in 2010, to M/s Chennai Network Infrastructure Ltd., which later in the year 2017 amalgamated with the respondent no.2.
7. The attention of the Court has been invited to the order dated 13.12.2017 passed by the NCLT whereby the scheme of amalgamation of M/s Chennai Network Infrastructure Ltd. with M/s GTL Infrastructure Ltd., was approved.
8. She submits that now for all intents and purposes, the respondent no.2 has stepped into the shoes of respondent no.1, which position is not disputed by Mr. Nakul Gandhi, the learned counsel appearing on behalf of respondent no.2.
9. In view of the position taken by the learned counsels for the



respondent no.1 and 2, Mr. Rajesh Kumar, learned counsel appearing on behalf of petitioner submits that respondent no.1 may be deleted from the array of respondents. Ordered accordingly.

10. Mr. Gandhi, however, contends that the claim itself is barred by limitation, which position is disputed by Mr. Kumar. He submits that the license is with regard to fixing of antenna on the roof of the petitioners' property. He submits that the roof of the petitioners' property is still being used by respondent no.2, therefore, the claim is not barred by limitation.

11. 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 arbitration agreement. All other issues are to be left to the determination of the learned Arbitrator.

12. The material on record, particularly the License Agreement dated 27.08.2008 demonstrates *prima facie* that an arbitration agreement exists between the parties.

13. On being queried by the Court as to whether there is an arbitration agreement between the parties, Mr. Nakul Gandhi, the learned counsel for the respondent no.2, fairly states in affirmative.

14. The petition is, therefore, liable to be allowed.

15. Accordingly, the dispute between the parties is referred to arbitration of Mr. Abhishek Mohan Goel, Advocate [Mob. 9172569818].

16. 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.

17. The learned Arbitrator, is requested to furnish a declaration under



Section 12 of the Act prior to entering upon the reference.

18. It is made clear that all rights and contentions of the parties including with regard to limitation are left open for adjudication by the learned Arbitrator.

19. Petition stands disposed of.

VIKAS MAHAJAN, J

FEBRUARY 6, 2026
N.S. ASWAL