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IN THE HIGH COURT OF DELHI AT NEW DELHI

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ARB.P. 1760/2025

G4S SECURITY SYSTEMS INDIA PVT. LTD.....Petitioner

Through: Mr. Nitin Kumar Goyal, Ms. Ritu Goyal and Ms. Deepanshi Sharma, Advs.

versus

PARNIKA COMMERCIAL AND ESTATES PVT. LTD.

.....Respondent

Through: Mr. Rudraksh Gupta, Adv.

CORAM:

HON'BLE MR. JUSTICE VIKAS MAHAJAN

ORDER

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24.02.2026

1. The present petition has been filed by the petitioner under Section 11 of the Arbitration and Conciliation Act, 1996 (hereinafter, 'the Act') seeking appointment of a Sole Arbitrator to adjudicate the disputes between the parties under two invoices dated 05.10.2023 and 01.01.2024.

2. The arbitration clause is Clause 33 which is part of the work order, which reads as under:

“33. Arbitration

Any disputes arising out of this Contract shall be referred to the mutually agreed sole arbitrator as per Arbitration & Reconciliation Act 1996 and his award shall be final and binding on both parties.”

3. It is not in dispute that the work order was executed in Delhi, therefore, the cause of action has arisen within the territorial jurisdiction of this Court.

4. The disputes having arisen between the parties, the petitioner invoked the arbitration clause by notice dated 22.04.2025 in terms of Section 21 of the Act, which was responded to by the respondent. The respondent also



admitted to the Arbitration Clause but there was no consensus arrived at on the name of the Arbitrator, which led to the filing of the present petition under Section 11 of the Act.

5. Notice was issued in the present petition on 14.11.2025.

6. Mr. Rudraksh Gupta, learned counsel has entered appearance on behalf of the respondent. Reply to the petition has also been filed by the respondent. Mr. Gupta points out that the name in the tax invoices has been incorrectly mentioned.

7. Elaborating further, he submits that the tax invoices mentions the name of the respondent as “Parnika Real Estate Pvt. Ltd” whereas the respondent in the present matter is “Parnika Commercial and Estates Pvt. Ltd”.

8. Mr. Nitin Kumar Goyal, learned counsel for the petitioner clarifies that in the invoices, the incorrect name is on account of a typographical error, however, the correct GST number of the respondent has been mentioned therein and the input credit has also been taken by the respondent, which position is not disputed by Mr. Gupta.

9. Mr. Gupta submits that he would not have any objection in case “Parnika Real Estate Pvt. Ltd” is also impleaded as party and the matter is referred to the arbitration. Ordered accordingly.

10. In view of the above, Mr. Goyal submits that he will file amended memo of parties within one week. Let needful be done as undertaken.

11. Since there is no dispute as to the existence of arbitration clause, therefore, the present petition is allowed.

12. Accordingly, the dispute between the parties is referred to the arbitration of Ms. Shreya Mathur, Advocate (D/6388/2017); [Mob.



8527080105].

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

14. The learned Arbitrator is requested to furnish a declaration under Section 12 of the Act prior to entering upon the reference.

15. Further, since respondent no.2 is not represented before this Court, it is made clear that respondent no.2 be also served in accordance with the rules of DIAC in the arbitration proceedings.

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

17. Petition stands disposed of.

VIKAS MAHAJAN, J

FEBRUARY 24, 2026/dss