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

+ **ARB.P. 1952/2025**

DESIDERATA IMPACT VENTURE PVT LTD.Petitioner

Through: **Mr. Atul Chauhan, Advocate (through VC)**

versus

BURGE ENTERPRISESRespondent

Through: **Mr. Neelabh Bist, Mr. Pratik Irpatgire and Ms. Ishita Soni, Advs.**
Mob: 8126120468
Email: bistneelabh@gmail.com

CORAM:
HON'BLE MS. JUSTICE MINI PUSHKARNA

ORDER
22.01.2026

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1. The present petition has been filed on behalf of the petitioner under Section 11(6) of the Arbitration and Conciliation Act, 1996 (“**Arbitration Act**”) seeking appointment of a Sole Arbitrator for adjudication of the disputes between the parties, arising out of the Buyer Finance Program Agreement dated 13th October, 2023 (“**Agreement**”).
2. The parties had entered into the Agreement for the purposes of a buyer finance program wherein the respondent, i.e., a distributor, had approached the petitioner for financial assistance to its buyers under the said program.
3. Learned counsel for the petitioner submits that under the terms of the



Agreement, if any of the buyers under the said program, defaulted in making payments under the financial facilities provided by the petitioner, the respondent as per Clauses 3.3 and 3.9 of the Agreement, was under contractual duty to support/assist the petitioner in collection of outstanding amount, and to stop supply to the defaulting buyers. Further, as per Clause 3.13 of the Agreement, the respondent was jointly and severally liable for the repayment of the outstanding amount dues attributable to the buyers.

4. Learned counsel for the petitioner submits that on account of default by the buyers of the respondent, and failure of the respondent to comply with the terms of the Agreement, the petitioner was constrained to issue a notice dated 26th August, 2025 under Section 21 of the Arbitration Act, thereby, invoking the arbitration clause, i.e., Clause 12 of the Agreement, to resolve the disputes between the parties. However, there was no reply by the respondent to the said notice.

5. Learned counsel for the petitioner further submits that as per the terms of the Agreement, the respondent/buyers are liable to pay an amount of Rs. 1,06,47,040.83/-, to the petitioner.

6. Learned counsel appearing for the respondent does not dispute the arbitration clause, i.e., Clause 12 of the Agreement, and admits that there are disputes between the parties, and an arbitrator can be appointed to resolve the disputes.

7. This Court notes that the Agreement contains an arbitration clause, i.e., Clause 12, which reads as under:

“xxx xxx xxx

12. ARBITRATION: In the event of any dispute or difference between the parties, the parties shall refer the matter to an arbitrator, The Arbitration proceedings shall be held in New Delhi in accordance



with the provisions of the Arbitration and Conciliation Act, 1996.

xxx xxx xxx”

8. This Court is satisfied that there exists a valid arbitration clause and there are disputes between the parties which need to be adjudicated through arbitral mechanism.

9. Accordingly, the disputes between the parties arising out of the Agreement, is referred to the Arbitral Tribunal, comprising of a Sole Arbitrator. The following directions are issued in this regard:

- i. Mr. Alok Gupta, Advocate, (Mobile No.: 9810076539) 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 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 respondent to raise counter-claims, if any, in 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.



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

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

MINI PUSHKARNA, J

JANUARY 22, 2026

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