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

+ **ARB.P. 2110/2025**

COSMO TRADING COMPANY

.....Petitioner

Through: Mr. Varun Pandit, Mr. Saahil Mongia
and Ms. Aditi Singhal, Advocates.

versus

NV DISTILLERIES AND BREWERIES PVT. LTD.....Respondent

Through: Mr. Piyush Sanghi, Mr. Nikhil Singh,
Ms. Khushbu Sahu, Mr. Raahithya
Raj Mishra, Mr. Ashish Mishra, Mr.
Keshav, Mr. Sujith Suresh, Ms. Sana
Rais and Mr. Aditya Singh
Raghuvanshi, Advocates.

CORAM:

HON'BLE MR. JUSTICE VIKAS MAHAJAN

ORDER

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03.02.2026

1. By way of this petition under Section 11(6) of the Arbitration and Conciliation Act, 1996 (the Act), the petitioner seeks appointment of a sole Arbitrator to adjudicate disputes between the parties under the Purchase Order dated 02.10.2023. The agreement provides for resolution of disputes by arbitration. The arbitration clause on the Purchase Order is extracted as under:

“ARBITRATION: That all disputes related to the Purchase order shall be referred to the sole Arbitrator appointed by the NVDBPL, Rajpura under Arbitration & Conciliation Act-1996, whose decision shall be final and binding upon both the parties and Place of Arbitration shall be New Delhi only.”

2. As per the above quoted arbitration clause, the place of arbitration is



mentioned as New Delhi.

3. The disputes having arisen between the parties, the petitioner invoked the arbitration clause by giving notice under section 21 dated 27.08.2025, which was served on the respondent on the same day by email and by speed post on 01.09.2025 and 09.09.2025.

4. Mr. Piyush Sanghi, learned counsel enters appearance on behalf of the respondent. On being queried by the Court as to the existence of the arbitration clause, he submits that he does not dispute the existence of arbitration clause. However, he contends that the petitioner is not entitled to interest.

5. At the stage of proceeding 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 left to be determined by the learned Arbitrator.

6. Since there is no dispute as to the existence of the Arbitration clause, the present petition is allowed.

7. Accordingly, the disputes between the parties are referred to arbitration of Mr. Kamal Digpaul, Advocate [Mob. 9582543344; Email ID : kamaldigpaul@gmail.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 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. Petition stands disposed of.

VIKAS MAHAJAN, J

FEBRUARY 3, 2026/SH