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

+ **ARB.P. 2120/2025**

KABIR AGGARWAL & ANR

.....Petitioners

Through: Mr. Vishwendra Verma, Ms. Shivali,
Ms. Ekta Tomar, Ms. Abhdeya S.
Verma, Mr. Abhishek Nagar,
Gunsheen Kaur, Advs.

versus

SANGEETA KHANDELWAL & ANR

.....Respondents

Through: Mr. Kapil Jain, Mr. Kushal Parashar,
Mr. Deepak Jain and Ms. Mamta Jain,
Advs.

CORAM:

HON'BLE MR. JUSTICE VIKAS MAHAJAN

ORDER

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20.02.2026

1. The present petition has been filed under Section 11(6) of the Arbitration and Conciliation Act, 1996 (hereinafter 'the Act') whereby the petitioners seeks appointment of an Arbitrator to adjudicate the dispute between the parties under the partnership deed dated 21.02.2024.

2. The agreement provides for resolution of disputes by arbitration.

Clause 16 of the Agreement is an arbitration clause, which reads thus:

***"16. DISPUTES & ARBITRATION:** In case of any dispute, doubts or differences arising whether before, during or after determination of the partnership between the parties hereto or their legal heirs or representative in relation to partnership affair, rights, interest or respective parties hereunder or relating partnership accounts or transaction, whatsoever, such dispute, doubt or difference*



shall be referred for arbitration to any advocate who shall either decide the dispute himself or appoint an arbitrator to decide the dispute or difference and refer it to such arbitrator for his award. The decision and award given by the First mentioned person or his appointee shall be final and binding upon all the parties or their legal representative.

Such arbitration shall be held at New Delhi and the courts in India shall have jurisdiction to deal with the arbitration proceeding and the award, in accordance with the provision of the Arbitration and Conciliation Act, 1996.”

(emphasis supplied)

3. A perusal of the arbitration clause shows that venue/seat of the arbitration has been mentioned as New Delhi.
4. The dispute having arisen between the parties, the petitioners invoked arbitration by giving a notice dated 29.11.2025 under Section 21 of the Act. Accordingly, the present petition has been filed by the petitioners under Section 11 of the Act.
5. Notice in the petition was issued *vide* order dated 22.12.2025.
6. Mr. Kapil Jain, learned counsel, enters appearance on behalf of the respondents. He submits that there is no dispute as regards the existence of the arbitration clause in the agreement. He further submits that he has instructions to state that the matter can be referred to Arbitration.
7. In view of the above, the petition is allowed.
8. Accordingly, the dispute between the parties is referred to arbitration of Mr. Abhinav Ramkrishna, Advocate on Record [Mob. 9971746533] [email: adv.ramkrishna@gmail.com].
9. 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.

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

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

12. Petition stands disposed of.

VIKAS MAHAJAN, J

FEBRUARY 20, 2026

N.S. ASWAL