



\$~1

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

+ **ARB.P. 2146/2025**

M/S DELSEY INDIA PVT. LTD.Petitioner

Through: Ms. Akshita Sharma, Adv.

versus

M/S RABBITWOOD RETAILS PVT. LTD. & ORS.....Respondents

Through:

CORAM:

HON'BLE MR. JUSTICE VIKAS MAHAJAN

ORDER

%

29.05.2026

1. The present petition has been filed under Section 11 of the Arbitration and Conciliation Act, 1996 [in short, 'Act'] seeking appointment of an arbitrator to adjudicate the disputes between the parties under the Master Franchise Agreement dated 01.10.2020. Clause 11 of the said agreement is the arbitration clause.
2. The disputes having arisen between the parties, the petitioner invoked arbitration clause by giving a legal notice dated 15.07.2025 in terms of Section 21 of the Act, which did not elicit any response.
3. Thus, the petitioner was constrained to file the present petition seeking appointment of an arbitrator.
4. Notice in the petition was issued by this Court *vide* order dated 16.01.2026. Pursuant thereto, Mr. Rishabh Agrawal, Advocate, had entered appearance on behalf of the respondents on 19.02.2026, as well as, on 08.04.2026.
5. On 08.04.2026, Mr. Agrawal had stated that the parties are exploring



the possibility of settlement.

6. Ms. Akshita Sharma, learned counsel appearing on behalf of the petitioner submits that there is no possibility of settlement. Even the respondents are not represented by their counsel today.

7. At the stage of proceedings under Section 11 of the Act, the Court only requires to satisfy itself, *prima facie*, as to the existence of the arbitration agreement. All other questions are to be left to the determination of the learned Arbitrator.

8. The material on record, particularly the Master Franchise Agreement dated 01.10.2020, *prima facie*, demonstrates that an arbitration agreement exists between the parties. The respondents have also not appeared to controvert this position.

9. The petition is, therefore, allowed and the dispute between the parties is referred to arbitration of Mr. Shyam Sharma, Advocate [Mob. 9810153965].

10. 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. The DIAC may register the case forthwith.

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

12. Further, since respondents are not represented today before this Court, it is made clear that respondents be also served in accordance with the rules of DIAC in the arbitration proceedings.

13. All rights and contentions of the parties are left open for adjudication



by the learned Arbitrator.

14. The petition stands disposed of.

VIKAS MAHAJAN, J

MAY 29, 2026

aj