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

\# **CNR No. DLHC011079842025**

\+ ARB.P. 33/2026

ANIL SHARMA .....Petitioner

Through: Mr. Mayank Rajpal, Mr. Naman Gujral, Advocates.

versus

HIPPOSTORES TECHNOLOGY PRIVATE LIMITED & ORS. .....Respondents

Through: Mr. Harish Malik, Mr. Kushal Bhattacharjee, Advocates for R-1
Ms. Harshita Choubey, Ms. Riddhi Jad, Mr. Ashutosh Kumar, Advocates for R5.

CORAM:
HON'BLE MR. JUSTICE PRATEEK JALAN

O R D E R

% 07.10.2026

I.A. 226/2026 (*for exemption*)

Exemption allowed, subject to all just exceptions.

The application stands disposed of.

ARB.P. 33/2026 & I.A. 12137/2026 (*for deletion from memo of parties*)

1. By way of this petition, under Section 11 of the Arbitration and Conciliation Act, 1996 ["Act"], the petitioner seeks appointment of an arbitrator to adjudicate disputes between the parties arising out of an appointment letter dated 16.07.2020 ["Appointment Letter"], issued to the petitioner by respondent No. 5 – Dalmia Bharat Limited.

2. It is the contention of the petitioner that the appointment of the

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petitioner was continued in respondent no.1 – Hippostores Technology Private Limited ["Company"], subject to the same terms and conditions as in the Appointment Letter.

3. At the very outset, Mr. Mayank Rajpal, learned counsel for the petitioner, seeks deletion of respondent Nos.2 to 5 from the memo of parties. At his request, respondent Nos. 2 to 5 are deleted from the array of parties. An amended memo of parties is handed over in Court and is taken on record.

4. Mr. Harish Malik, learned counsel, appears on behalf of the Company, pursuant to notice issued in this petition on 07.01.2026.

5. Clause 11 of the Appointment Letter contemplates reference of disputes to a sole arbitrator appointed by the Company. Under this clause, the seat and venue of the arbitration are in Delhi. Clause 12 also vests exclusive jurisdiction upon the Courts in Delhi.

6. The arbitration clause in the Appointment Letter was invoked by the petitioner *vide* letter dated 20.11.2025.

7. Mr. Malik concedes that the arbitration clause is not in accordance with the prevailing legal position, to the extent that it provides for unilateral appointment of the arbitrator by the Company. He further states that the Company accepts that it is bound by the arbitration clause contained in the Appointment Letter, and that it has no objection to the appointment of an arbitrator by this Court.

8. For the aforesaid reasons, and with the consent of learned counsel for the parties, the petition is disposed of, with the following directions:

a. Ms. Vrinda Bhandari, Advocate [Tel: 9711680348] is appointed as the arbitrator to adjudicate disputes between the parties under the

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Appointment Letter.

b. The arbitration will be held under the aegis of Delhi International Arbitration Centre [“DIAC”] and will be governed by the Rules of DIAC, including as to remuneration of the learned Arbitrator.

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

9. The petition is disposed of, in terms of the aforesaid.

10. Needless to say, all rights and contentions of the parties, including as to arbitrability and maintainability of the claims, and on merits, are left open for adjudication by the learned Arbitrator.

PRATEEK JALAN, J

OCTOBER 7, 2026
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