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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**
+ **ARB.P. 50/2026**
BERRYPLUS TECHNOLOGIES PRIVATE LIMITED

.....Petitioner

Through: Mr. Aman Leekha & Ms Kriti
Sharma, Advocates.

versus

**SHIPROCKET PRIVATE LIMITED (FORMERLY KNOWN AS
BIGFOOT RETAIL SOLUTIONS PVT LTD**Respondent

Through: Mr. Akshay Goel, Advocate

CORAM:

HON'BLE MR. JUSTICE SUBRAMONIUM PRASAD

ORDER

14.01.2026

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1. The present petition has been filed under Section 11(6) of the Arbitration and Conciliation Act, 1996 by the Petitioner seeking appointment of an Arbitrator to adjudicate upon the disputes which have arisen between the parties under a Merchant Agreement dated 29.10.2024 (*hereinafter referred to as "Agreement"*).
2. It is stated that under the Agreement, the Respondent was to provide warehousing services to the Petitioner as per Annexure I which sets forth the Scope of Work under the Agreement. Subsequently, disputes arose between the parties regarding refund of money.
3. Clause 20 of the Agreement contains a dispute resolution clause under which the parties have decided to get their disputes adjudicated through arbitration and. The clause specifically indicates that the seat of the arbitration shall be at Delhi.
4. It is stated that a notice under Section 21 of the Arbitration and Conciliation Act, 1996 was sent by the Petitioner to the Respondent



invoking arbitration on 23.07.2025 and calling upon the Respondent to pay a sum of Rs.55,87,354/-.

5. The matter was listed on 12.01.2026, on which date the learned Counsel for the Respondent was directed to take instructions, as to whether an arbitrator can be appointed to adjudicate upon the disputes having arisen between the parties.

6. Today, learned Counsel for the Respondent, on instructions states that an Arbitrator can be appointed for adjudication of disputes between the parties.

7. Thus, in view of the fact that disputes have arisen between the parties and the Agreement contains an arbitration clause, this Court is inclined to appoint a Sole Arbitrator to adjudicate upon the disputes between the parties.

8. Accordingly, Mr. Karun Mehta, Advocate (Mob. No: 9717555211) is appointed as the Sole Arbitrator to adjudicate upon the disputes between the parties.

9. The arbitration would take place under the aegis of the Delhi International Arbitration Centre (DIAC) and would abide by its rules and regulations. The learned Arbitrator shall be entitled to fees as per the Schedule of Fees maintained by the DIAC.

10. The learned Arbitrator is also requested to file the requisite disclosure under Section 12(2) of the 1996 Act within two weeks of entering on reference.

11. All rights and contentions of the parties in relation to the claims/counter-claims are kept open, to be decided by the learned Arbitrator on their merits, in accordance with law.

12. Needless to say, nothing in this order shall be construed as an



expression of this Court on the merits of the contentions of the parties.

13. The petition stands disposed of in the above terms, along with pending application(s), if any.

SUBRAMONIUM PRASAD, J

JANUARY 14, 2026

S. Zakir