



\$~29

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

+ ARB.P. 90/2026 & I.A. 939/2026 (For Exemption)

MR. VIVEK RANJANPetitioner
Through: Mr. Abhijeet Saxena, Advocate.

versus

MRS. KIRAN GIRDHAR & ORS.Respondents
Through: Dr. Naresh C. Sharma and Mr.
Lokesh Kumar Sharma,
Advocates.

CORAM:
HON'BLE MR. JUSTICE HARISH VAIDYANATHAN
SHANKAR

ORDER

20.02.2026

%

1. The present petition has been filed under Section 11(6) of the Arbitration and Conciliation Act, 1996 [**“Act”**], seeking appointment of a Sole Arbitrator to adjudicate the disputes stated to have arisen between the Petitioner and the Respondents under the Success Fee Agreement dated 18.08.2023 [**“Agreement”**].
2. Learned counsel for the Respondents submits that the present petition is not maintainable since Respondent Nos. 1 and 2, though named in the Agreement, are not signatories thereto, whereas Respondent No. 3, who is the signatory to the Agreement, is not a party to the Agreement.
3. Learned counsel for the Petitioner submits that although the said contention of the learned counsel for the Respondent is factually correct, Respondent No. 3 has signed the Agreement on behalf of Respondent Nos. 1 and 2. It is therefore contended that the present petition is maintainable against all three Respondents, or at least



against Respondent No. 3, being the signatory to the Agreement.

4. This Court has heard learned counsel for the parties and perused the materials on record. The issue which arises for consideration is whether a valid arbitration agreement exists between the parties. Section 7 of the Act, which delineates the contours of an arbitration agreement, reads as follows:-

“7. Arbitration agreement.—(1) In this Part, “arbitration agreement” means an agreement by the parties to submit to arbitration all or certain disputes which have arisen or which may arise between them in respect of a defined legal relationship, whether contractual or not.

(2) An arbitration agreement may be in the form of an arbitration clause in a contract or in the form of a separate agreement.

(3) An arbitration agreement shall be in writing.

(4) An arbitration agreement is in writing if it is contained in—

(a) a document signed by the parties;

(b) an exchange of letters, telex, telegrams or other means of telecommunication 1 [including communication through electronic means] which provide a record of the agreement; or

(c) an exchange of statements of claim and defence in which the existence of the agreement is alleged by one party and not denied by the other.

(5) The reference in a contract to a document containing an arbitration clause constitutes an arbitration agreement if the contract is in writing and the reference is such as to make that arbitration clause part of the contract”

5. A plain reading of Section 7(1) of the Act shows that an arbitration agreement is an agreement between the parties to submit disputes, which have arisen or may arise between “the parties” to the agreement to arbitration.

6. Further, a perusal of Section 7(3) and (4) of the Act would also make it apparent that an arbitration agreement is required to be in writing and, for the purposes of the present matter, is required to be contained in a document signed by the parties.

7. The Agreement, as it presents itself before this Court, does not answer the description of an arbitration agreement as set out in Section



7 of the Act. The parties named in the Agreement are not the signatories thereto, and the person who has signed the document is not described as a party to the Agreement. Consequently, no valid arbitration agreement can be said to exist between the Petitioner and the Respondents before this Court.

8. In view of the aforesaid, this Court finds merit in the contention advanced on behalf of the Respondents and rejects the submission of the Petitioner.

9. Accordingly, the present petition under Section 11 of the Act is dismissed, along with pending application(s), if any.

HARISH VAIDYANATHAN SHANKAR, J.
FEBRUARY 20, 2026/nd/her