



\$~5

*

IN THE HIGH COURT OF DELHI AT NEW DELHI

+

ARB.P. 205/2026

NGENIOUS SOLUTIONS PRIVATE LIMITEDPetitioner

Through: Mr. Praveen Kumar Marahata and
Mr. Santosh Kumar Sahu, Advocates.

versus

TITAN BIOTECH LIMITED

.....Respondent

Through: Mr. Dheeraaj Sharma and Mr. Bhanu
Gupta, Advocates.

CORAM:

HON'BLE MR. JUSTICE VIKAS MAHAJAN

ORDER

%

23.02.2026

[Hearing was conducted only through video-conferencing mode on account of public notice dated 19.02.2026 issued by this Court with respect to Bar Council of Delhi elections]

1. The present petition has been filed under Section 11(6) of the Arbitration and Conciliation Act, 1996 (the Act) whereby the petitioner seeks appointment of an Arbitrator to adjudicate the dispute between the parties under the service agreement.
2. The agreement provides for resolution of disputes by arbitration. Clause 18 of the Agreement is an arbitration clause which reads thus:

“18. ARBITRATION OR COURT PROCEEDINGS OR CONSUMER COMPLAINT”

In case of any dispute or difference between the parties hereto as to the construction meaning or effect of this Agreement or part



thereof or rights and liabilities of the parties under this Agreement, the same may be referred to a Sole Arbitrator to be mutually appointed by the parties, within one month from the date of the arising of dispute/difference. The arbitration proceedings shall be conducted in accordance with The Indian Arbitration and Conciliation Act, 1996 or any re-enactment thereof. The venue of such arbitration shall be in Delhi and the language of the proceedings shall be in English. The parties may however choose to file a suit before the appropriate court having jurisdiction in Delhi in respect of specific performance or damages or other legal remedy as may be available in law. Company can also choose to file Complaint before applicable Consumer Forum or any deficiency in service by Service Provider in Delhi or other State as per applicability”.

3. A perusal of the arbitration clause shows that seat of the arbitration has been mentioned as New Delhi.
4. The dispute having arisen between the parties, the petitioner invoked arbitration by giving a notice dated 17.07.2025, which did not elicit any response from the respondent. Accordingly, the present petition was filed by the petitioner under Section 11 of the Act.
5. Notice in the petition was issued *vide* order dated 30.01.2026.
6. Mr. Dheeraj Sharma, Advocate enters appearance on behalf of the respondent.
7. He submits that there is no dispute as regards the existence arbitration clause in the agreement. He further submits that he has instructions to state that the matter can be referred to Arbitration.
8. In view of the above, the petition is allowed.
9. Accordingly, the dispute between the parties is referred to arbitration of Ms. Anshika Saxena, Advocate; Enrl. No. D/4864/2022 [Mob. 8377944021].



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.
11. The learned Arbitrator is requested to furnish a declaration under Section 12 of the Act prior to entering upon the reference.
12. It is made clear that all rights and contentions of the parties are left open for adjudication by the learned Arbitrator.
13. Petition stands disposed of.

VIKAS MAHAJAN, J

FEBRUARY 23, 2026/jg