



\$~4

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

+ **ARB.P. 302/2026**

BOTLAB DYMANICS PRIVATE LIMITEDPetitioner

Through: **Mr. Shahrukh Ejaz and Mr. Abhineet
Yashaswi, Advs.**

versus

SK ROBOTICS LLP

.....Respondent

Through:

CORAM:

HON'BLE MR. JUSTICE VIKAS MAHAJAN

ORDER

%

15.05.2026

1. The present petition has been filed under Section 11(6)(c) of the Arbitration and Conciliation Act, 1996 [in short, 'Act'] seeking appointment of a Sole Arbitrator to adjudicate the disputes between the parties under the Service Agreement dated 06.03.2024. Clause 8.3 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 26.06.2025, which did not elicit any response. In this backdrop, the petitioner was constrained to file the present petition seeking appointment of an arbitrator.
3. Notice was issued by this Court to the respondent *vide* order dated 16.02.2026 and again on 10.03.2026.
4. Mr. Arnav Rane and Mr. Bijoy, Advocates appeared through VC on behalf of the respondent on 24.04.2026 and sought short time to seek instructions as regards settling the matter with the petitioner. Accordingly,



the matter was adjourned for today.

5. However, no one appeared on behalf of the respondent when the matter was first called out in the morning. Now, at 04:12 PM, when the matter has been called out for the second time, again there is no representation on behalf of the respondent.

6. Both the counsels, who had entered appearance on behalf of the respondent on 24.04.2026, have not filed their *vakalatnama*. The affidavit of service filed by the petitioner in any case shows that the respondent has been served at both the addresses mentioned in the memo of parties.

7. Mr. Shahrukh Ejaz, learned counsel appearing on behalf of the petitioner has invited attention of the Court to the tracking reports with regard to the speed post sent to the respondent at both the addresses. Besides that, the respondent has also been served through courier and the two tracking reports with regard to delivery of the said courier at the two addresses of the respondent are on record.

8. In that view of the matter, the respondent is taken to have been served. As noted above, there is no representation on behalf of the respondent today.

9. 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.

10. The material on record, particularly the Service Agreement dated 06.03.2024, *prima facie*, demonstrates that an arbitration agreement exists between the parties. The respondent has also not appeared to controvert this position.



11. The petition is, therefore, allowed and the dispute between the parties is referred to arbitration of Mr. Sameer Pandey, Advocate [Mob. 9871314403, Email- sameerpandey40@gmail.com].
12. 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.
13. The learned Arbitrator is requested to furnish a declaration under Section 12 of the Act prior to entering upon the reference.
14. Further, since respondent is not represented before this Court today, it is made clear that respondent be also served in accordance with the rules of DIAC in the arbitration proceedings.
15. All rights and contentions of the parties are left open for adjudication by the learned Arbitrator.
16. The petition stands disposed of.

VIKAS MAHAJAN, J

MAY 15, 2026

aj