$~17

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

\# **CNR No. DLHC011104702025**

\+ ARB.P. 806/2026

KAPIL KUMAR .....Petitioner

Through: Mr. Md. Amaan Afsar, Mr. Shashi Kant Upadhyay & Mr. Akbar, Advocates.

versus

HELLO VERIFY INDIA PRIVATE LIMITED .....Respondent

Through: Mr. Shikhar Garg & Mr. Karan Dhalla, Advocates.

CORAM:
HON'BLE MR. JUSTICE PRATEEK JALAN

O R D E R

% 27.10.2026

I.A. 12353/2026 (*for exemption*)

Exemption allowed, subject to all just exceptions.

The application stands disposed of.

I.A. 12354/2026 (*for condonation of delay in refiling***)**

By way of this application, the applicant – petitioner seeks condonation of 167 days' delay in re-filing of the captioned petition.

For the reasons stated therein, the application is allowed, and the delay in re- filing is condoned.

The application, accordingly, stands disposed of.

ARB.P. 806/2026

1. By way of the present petition, under Section 11(6) of the Arbitration and Conciliation Act, 1996 ["the Act"], the petitioner seeks appointment of an arbitrator to adjudicate the disputes arising between the

This is a digitally signed order.
The authenticity of the order can be re-verified from Delhi High Court Order Portal by scanning the QR code shown above.
The Order is downloaded from the DHC Server on 30/10/2026 at 11:18:43

parties under the Employment Agreement dated 03.11.2018 ["the Agreement"].

2. I have heard Mr. Md. Amaan Afsar, learned counsel for the petitioner, and Mr. Shikhar Garg, learned counsel for the respondent.

3. Attachment B to the Agreement contains an arbitration clause [Clause 20], which provides for adjudication of disputes by a sole arbitrator to be appointed by the respondent. The venue of the arbitral proceedings therein has been specified as New Delhi.

4. Disputes having arisen between the parties, the petitioner invoked arbitration by way of notice dated 24.09.2025, asserting a claim of approximately Rs. 4 crores against the respondent. As there was no response, the petitioner has filed the present petition under Section 11(6) of the Act.

5. Mr. Garg accepts that the appointment of an arbitrator by the respondent unilaterally would not be in consonance with the settled legal position. He states that the respondent has no objection to the appointment of an arbitrator for adjudication of disputes between the parties under the Agreement.

6. In view of the above submissions, learned counsel for the parties agree that the petition may be disposed of with the following directions:

a. Disputes between the parties under the Agreement are referred to arbitration to be held under the aegis of Delhi International Arbitration Centre ["DIAC"]. DIAC is requested to nominate an Arbitrator from its panel.

b. The arbitration will be governed by the Rules of DIAC, including as to remuneration of the learned Arbitrator.

This is a digitally signed order.
The authenticity of the order can be re-verified from Delhi High Court Order Portal by scanning the QR code shown above.
The Order is downloaded from the DHC Server on 30/10/2026 at 11:18:43

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

7. 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.

8. The petition stands disposed of with the aforesaid directions.

PRATEEK JALAN, J

OCTOBER 27, 2026
'pv'/SM/

This is a digitally signed order.
The authenticity of the order can be re-verified from Delhi High Court Order Portal by scanning the QR code shown above.
The Order is downloaded from the DHC Server on 30/10/2026 at 11:18:43