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

\# **CNR No. DLHC010269682026**

\+ ARB.P. 1011/2026

RADICO KHAITAN LIMITED .....Petitioner
Through: Mr. Kamal Garg, Adv.

versus

GLARE GLASS TRADERS & ORS. .....Respondents
Through: None.

**CORAM:**
**HON'BLE MR. JUSTICE OM PRAKASH SHUKLA**

**JUDGMENT(ORAL)**

**% 05.11.2026**

1. The present petition has been filed under Section 11 of the Arbitration and Conciliation Act of 1996[1] for resolution of disputes arising between the parties herein.

2. Notice was issued in this matter on 01.07.2026, but to no avail. Accordingly, this Court directed the Petitioner to undertake substituted service *qua* the Respondents in terms of Order V Rule 20 of the Code of Civil Procedure, 1908.

3. The affidavit of substituted service is placed on record. It appears that publication has been made in *'Hindustan Times'* and *'Navbharat Times'* dated 24.10.2026.

[1] "Act" hereinafter



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4. Accordingly, service is deemed sufficient.

5. However, none has put in appearance on behalf of the Respondents nor any reply has been filed.

6. At the stage of Section 11 of the Act, the scope of enquiry of this Court is confined to examining the *prima facie* existence of an arbitration agreement.

7. In the present case, the arbitration clause is contained in Clause 4 of the terms and conditions of the tax/sale invoices, the same as reproduced herein below:

> *"4) Any dispute (whether Contractual or otherwise) arising out of this transaction between the Parties or arising out of or relating to or in connection with this invoice shall be referred for arbitration in terms of Arbitration and Conciliation Act 1996 or any amendment thereof. The arbitration shall be conducted by a sole arbitrator to be appointed by Radico Khaitan Limited in its sole discretion. The seat of Arbitration shall be Delhi. This invoice shall be governed by the laws of India and courts in Delhi shall have exclusive jurisdiction over matters arising from this transaction/invoice The Buyer Shall be deemed to have accepted all terms and conditions contained in the invoice including the arbitration agreement by accepting the goods delivered under this invoice."*

8. In the aforesaid circumstances, this Court finds no impediment in appointing a Sole Arbitrator.

9. Accordingly, Mr. Vishal Singhal, Advocate, Mob No. 9131264764 is appointed as a learned Sole Arbitrator to adjudicate the disputes arisen between the parties. The learned Sole Arbitrator shall



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enter upon the reference within three weeks from today.

10. The learned Sole Arbitrator will proceed to the arbitration proceedings subject to furnishing requisite disclosures as required under Section 12(2) of the Act within three weeks of entering reference.

11. The arbitration shall be carried under the rules and aegis of Delhi International Arbitration Centre ("DIAC"). The learned Arbitrator shall be entitled to fees as per the Schedule of Fees maintained by the DIAC.

12. It shall be open to the parties to raise all pleas before the learned Arbitrator including and not limited to impleadment of parties, objections as to arbitrability and jurisdiction, etc., who shall consider the same in accordance with law.

13. It is clarified that the observations made herein are only for the purpose of deciding the present petition under Section 11 of the Act. The learned Arbitrator shall adjudicate the disputes independently and on their own merits, uninfluenced by any observations contained in the present order.

14. The Registry is directed to send a receipt of this order to Mr. Vishal Singhal, learned Arbitrator through all permissible modes including email.



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15. Accordingly, the present petition is disposed of in the above terms. Pending applications are also disposed of.

**OM PRAKASH SHUKLA, J**

**NOVEMBER 5, 2026/at**



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