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

\# **CNR No. DLHC010291412026**

\+ ARB.P. 1099/2026

ADIDAS INDIA MARKETING PRIVATE LIMITED

.....Petitioner

Through: Mr. Niraj Singh, Ms. Aishani Mohan & Mr. Vishesh Prakash Srivastava Adv.

versus

INSPIRE SPORTS AND LIFESTYLE & ANR.....Respondents

Through: Mr. Sumit V. Rastogi, Advs.

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] seeking resolution of disputes arising out Distribution Agreement dated 19.04.2018.

2. The Petitioner is aggrieved by alleged non-payment of contractual dues by the Respondent.

3. At this stage, learned Counsel for the parties submit that they are *ad idem* that the dispute can be referred to arbitration for adjudication.

[1] "Act" hereinafter

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4. It is well settled that while exercising jurisdiction under Section 11 of the Act, the scope of enquiry is confined to examining the prima facie existence of an arbitration agreement.

5. In the present case, the arbitration agreement is contained in Clause M of the Distribution Agreement dated 19.04.2018; it is reproduced thus:

> *"M. Governing law and competent courts*
>
> *a) This Agreement is governed by the laws of India.*
>
> *b) Any dispute arising from or in connection with this Agreement shall be referred to and finally resolved by arbitration by a sole arbitrator nominated by Managing Director of adidas. The arbitration proceedings shall be governed by the Indian Arbitration and Conciliation Act, 1996 or any statue, amendment or re-enactment thereof. The place of arbitration shall be at New Delhi and the Hon'ble High Court of Delhi alone shall have the jurisdiction. The language of the arbitration shall be English.*
>
> *c) This Agreement shall be subject to the sole and exclusive jurisdiction of the courts at New Delhi."*

6. There is no dispute with regard to the existence of a valid arbitration clause between the parties.

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

8. Accordingly, Ms. Iram Majid, Advocate, Mob No. 9873811531 is appointed as a learned Sole Arbitrator to adjudicate the disputes arisen between the parties. The learned Arbitrator shall enter upon the

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reference within three weeks from today.

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

10. 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.

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

12. 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.

13. The Registry is directed to send a receipt of this order to Ms. Iram Majid, learned Arbitrator through all permissible modes including email.

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14. Accordingly, the present petition is disposed of in the above terms.

OM PRAKASH SHUKLA, J

NOVEMBER 5, 2026/at

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