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

+ **ARB.P. 1073/2026**

M/S VIVEK TRAVELS PRIVATE LIMITEDPetitioner

Through: **Mr. Gurpreet Singh Sachdeva
and Mr. Ashish Garg, Advs.**

versus

NORTHERN RAILWAYRespondent

Through: **Mr. Akash Chatterjee, SPC with
Ms. Kanchan Semwal, GP.**

CORAM:

HON'BLE MR. JUSTICE OM PRAKASH SHUKLA

JUDGMENT(ORAL)

% 13.07.2026

1. The present petition has been filed under Section 11(6) of the Arbitration and Conciliation Act, 1996 seeking appointment of a Sole Arbitrator to adjudicate the disputes arising out of Contract Agreement executed in April, 2016 between the Petitioner and the Respondent.

2. The Petitioner is engaged in the business of providing transportation services and was awarded the contract by the Respondent for hiring of one 52-seater Non-AC bus and one M.U.V. for ticket checking raids over the Delhi Division of the Northern Railway. Pursuant thereto, the parties executed Contract Agreement in April, 2016, which was initially valid from 01.07.2015 to 30.06.2017 and was subsequently extended till 31.12.2017. In terms of the Agreement, the Petitioner furnished the requisite Earnest Money Deposit, Security Deposit and Performance Guarantee and continued



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to provide transportation services in accordance with the contractual requirements by raising bills from time to time.

3. The disputes between the parties arose upon expiry of the contract, when the Respondent allegedly failed to release the outstanding amount payable towards the bills raised by the Petitioner and also failed to refund the Security Deposit, Performance Guarantee and Earnest Money Deposit furnished under the Agreement.

4. According to the Petitioner, despite repeated representations and legal notices, the Respondent neither cleared the outstanding dues nor refunded the deposits, resulting in an aggregate claim of Rs. 4,66,421/-, besides interest and costs.

5. It is borne out from the record that the Petitioner invoked the arbitration agreement contained in Clause 42 of the Agreement by issuing a notice dated 25.06.2024.

6. In the previous hearing of this petition, learned Counsel for the Respondent sought time to seek instructions.

7. As per instructions, he submits that he has no objection for appointment of a Sole Arbitrator.

8. It is well settled that, while exercising jurisdiction under Section 11 of the Act, the scope of enquiry is confined to examining the *prima*



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facie existence of an arbitration agreement¹.

9. In the present case, there is no dispute with regard to the existence of a valid arbitration clause between the parties.

10. The claimed amount is stated to be Rs.5 lakhs approx.

11. Further, the parties are *ad idem* with respect to the reference of the disputes to arbitration. In the aforesaid circumstances, this Court finds no impediment in appointing a Sole Arbitrator.

12. Accordingly, Mr. Vinayak Mishra, Advocate (Mob. No. 9205619949) is appointed as a learned Sole Arbitrator to adjudicate the disputes arisen between the parties. The learned Sole Arbitrator shall enter upon the reference within two weeks from today.

13. 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 two weeks of entering reference.

14. 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.

¹ SBI General Insurance Co. Ltd. v. Krish Spinning 2024 SCC OnLine SC 1754



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15. It shall be open to the parties to raise all pleas, including objection as to arbitrability and jurisdiction, before the learned Sole Arbitrator who shall decide the same in accordance with law.

16. It is clarified that the observations made herein are only for the purpose of deciding the present petition under Section 11(6) of the Act. The learned Sole Arbitrator shall adjudicate the disputes independently and on their own merits, uninfluenced by any observations contained in the present order.

17. The Registry is directed to send a receipt of this order to Mr. Vinayak Mishra, learned Arbitrator through all permissible modes including email.

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

OM PRAKASH SHUKLA, J

JULY 13, 2026/ss