



2026:DHC:9345



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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**# **CNR No. DLHC010400342026**+ **ARB.P. 1526/2026****SAKARNI PLASTER INDIA (P) LTD** PetitionerThrough: **Mr. Rohit Sharma, Mr. Jatin
Lalwani, Mr. Nikhil Purohit
and Mr. Taj Mohammad, Advs.**

versus

CLASSIC GYPSUM INDUSTRIES PVT LTD RespondentThrough: **None.****CORAM:****HON'BLE MR. JUSTICE OM PRAKASH SHUKLA****JUDGMENT(ORAL)**% **16.10.2026**

1. The present petition has been filed under Section 11 of the Arbitration and Conciliation Act, 1996¹ seeking appointment of an Arbitrator for the resolution of disputes arising out of Agreement dated 28.03.2025 executed between the parties herein.

2. The Petitioner is aggrieved by the alleged default in payment and non-compliance of contractual obligations by the Respondent.

3. It is borne from the affidavit of service filed by the Petitioner that service is sufficient. The tracking report of the speed post to this effect is as follows:

Signature Not Verified ¹ "Act" hereinafter

Signed By: ANUBHAV

TRIPATHI

Signing Date: 16.10.2026

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ANNEXURE-A-1

India Post

**Department of Posts**
Government of India
Ministry of Communications**3**

Generated through Indiapost website on: 13/10/2026, 11:36:28 am

Consignment/MO Tracking Report

Consignment/MO Number: SU002577670IN

Article Number: SU002577670IN	Article Type: SP_INLAND_DOC	Tariff: 114
Booked At: Delhi High Court Extension Counter SO	Booked On: 21/09/2026, 10:57:11	Destination: Kolhapur City H.O
Origin Pincode: 110003	Delivered On: 30/09/2026, 14:18:10	Destination Pincode: 416012

Event	Date	Time	Office	Remarks
Item Booked	21/09/2026	10:57:11	Delhi High Court Extension Counter SO	-
Item bagged	21/09/2026	15:54:24	Delhi High Court Extension Counter SO	-
Item Dispatched	21/09/2026	16:12:03	Delhi High Court Extension Counter SO	-
Bag Received	21/09/2026	20:53:05	New Delhi NSH	-
Item Received	21/09/2026	21:43:47	New Delhi NSH	-
Item bagged	22/09/2026	00:33:36	New Delhi NSH	-
Item Dispatched	22/09/2026	01:18:05	New Delhi NSH	-
Bag Received for Forwarding	22/09/2026	01:32:07	Delhi AP TMO	-
Item Dispatched	22/09/2026	04:29:06	Delhi AP TMO	-
Bag Received for Forwarding	23/09/2026	14:56:14	Delhi AP TMO	-
Item Dispatched	23/09/2026	14:57:27	Delhi AP TMO	-
Bag Received for Forwarding	23/09/2026	21:23:24	New Delhi RS TMO	-
Item Dispatched	23/09/2026	21:38:09	New Delhi RS TMO	-

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India Post

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Event	Date	Time	Office	Remarks
Bag Received for Forwarding	26/09/2026	02:22:08	Mumbai PH	-
Item Dispatched	26/09/2026	04:50:04	Mumbai PH	-
Bag Received for Forwarding	26/09/2026	09:40:38	Pune TSO TMO	-
Item Dispatched	26/09/2026	09:47:53	Pune TSO TMO	-
Bag Received	26/09/2026	20:32:39	Pune NSH	-
Item Received	26/09/2026	21:00:30	Pune NSH	-
Item bagged	27/09/2026	03:46:05	Pune NSH	-
Item Dispatched	27/09/2026	04:35:03	Pune NSH	-
Bag Received for Forwarding	27/09/2026	05:22:17	Pune TSO TMO	-
Item Dispatched	27/09/2026	05:28:33	Pune TSO TMO	-
Bag Received	27/09/2026	19:04:01	Kolhapur ICH	-
Item Received	27/09/2026	19:09:13	Kolhapur ICH	-
Item bagged	27/09/2026	21:12:28	Kolhapur ICH	-
Item Dispatched	28/09/2026	06:04:19	Kolhapur Unaccountable L-2	-
Bag Received	28/09/2026	09:11:45	Kolhapur H.O	-
Item received at Destination	28/09/2026	09:16:38	Kolhapur H.O	-
Taken out for delivery	28/09/2026	10:28:04	Kolhapur H.O	-
Item Redirected	28/09/2026	11:30:36	Kolhapur H.O	Redirection
Bag Received	29/09/2026	22:09:30	Kolhapur ICH	-
Item Received	29/09/2026	22:11:48	Kolhapur ICH	-
Item bagged	29/09/2026	23:21:52	Kolhapur ICH	-
Item Dispatched	30/09/2026	05:19:42	Kolhapur Unaccountable L-2	-
Bag Received	30/09/2026	08:04:22	Kolhapur City H.O	-
Item received at Destination	30/09/2026	08:29:28	Kolhapur City H.O	-

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India Post

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Event	Date	Time	Office	Remarks
Taken out for delivery	30/09/2026	08:42:17	Kolhapur City H.O	-
Item Delivered(Addressee)	30/09/2026	14:18:10	Kolhapur City H.O	Article Delivered to aambika

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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, arbitration agreement is contained in Clause 11 of the Agreement dated 28.03.2025 which reads as under:

11.	Governing Law & Notice	<i>This Agreement shall be governed under Indian laws, and Parties agree to the exclusive jurisdiction of New Delhi Courts in case of any dispute arising out of or in relation to this Agreement.</i> <i>Any dispute of difference whatsoever arising between the parties out of or relating to this Agreement or construction, meaning, scope, implementation, operation or effect of this Agreement or the validity or the breach thereof, which has not been resolved within 30 days of notice to the other Party, then the same shall be referred to Arbitration under Arbitration & Conciliation Act, 1996, and any amendment thereof to the sole Arbitrator mutually appointed by the Parties, failing which the sole arbitrator shall be appointed in accordance with the Arbitration & Conciliation Act. The language of Arbitration shall be English, and the seat and place of Arbitration shall be New Delhi. The award of the Arbitrator shall be binding upon the Parties thereto and the Parties further undertake to bear: (i) equally the costs, fees and other expenses of the Arbitration; and (ii) its own lawyers' fees and other related charges in relation to the Arbitration."</i>
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6. Therefore, this Court is of the view that *prima facie* a valid arbitration agreement exists between the parties.

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

8. Accordingly, Hon'ble Mr. Justice Rajesh Bindal, Former Judge, Supreme Court of India (Mob. No. 7347025001) 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 three weeks from today.

9. 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.

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, including but not limited to objections as to arbitrability and jurisdiction, before the learned Sole Arbitrator who shall decide the same in accordance with law.

12. It is clarified that the observations made herein are only for the

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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.

13. The Registry is directed to send a receipt of this order to Mr. Rajesh Bindal, learned Arbitrator through all permissible modes including email.

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

OM PRAKASH SHUKLA, J

OCTOBER 16, 2026/gunn

Signature Not Verified

Signed By: ANUBHAV

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