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

\# **CNR No. DLHC010471592026**

\+ ARB.P. 1765/2026

M/S KL MALHOTRA AND CO THROUGH MR VIVEK MALHOTRA ITS SOLE PROPRIETOR .....Petitioner

Through: Mr. Siddhant Sekhri, Mr. Abhigyan Pandey, Advs.

versus

VIJAY NIRMAN COMPANY PRIVATE LIMITED .....Respondent

Through: None.

CORAM:
HON'BLE MR. JUSTICE OM PRAKASH SHUKLA

JUDGMENT(ORAL)

% 19.11.2026

1. The present petition has been filed under Section 11 of the Arbitration and Conciliation Act, 1996[1] seeking appointment of a Sole Arbitrator.

2. On the last date of hearing, notice was issued to the Respondents and the Respondents were asked to file reply to the present petition. However, the same has not been filed. On a perusal of the affidavit of service filed on 17.11.2026, it appears that the notice has been duly served on the Respondents.

3. Despite the opportunity so granted, none appears on behalf of the Respondent. Respondent has also failed to file any reply to the present petition.

[1] "Act" hereinafter

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4. In view thereof and considering that the Respondent has chosen not to participate in the present proceedings, despite sufficient service, this Court finds no impediment in proceeding to consider the appointment of a Sole Arbitrator.

5. The tracking details placed on record establishes that the Respondents have been duly served. The proof of service as reflected from the tracking details is annexed to the petition:-

Department of Posts
Government of India
Ministry of Communications

Generated through Indiapost website on: 17/11/2026, 01:32:43

Consignment/MO Tracking Report

Consignment/MO Number: SU002793991IN

Article Number:	Article Type:	Tariff:
SU002793991IN	SP_INLAND_DOC	₹ 113
Booked At:	**Booked On:**	**Destination:**
Delhi High Court Extension Counter SO	29/10/2026, 11:32:48	Srinagar Colony S.O
Origin Pincode:	**Delivered On:**	**Destination Pincode:**
110003	02/11/2026, 20:00:19	500073

Event	Date	Time	Office	Remarks
Item Booked	29/10/2026	11:32:48	Delhi High Court Extension Counter SO	-
Item bagged	29/10/2026	15:17:19	Delhi High Court Extension Counter SO	-
Item Dispatched	29/10/2026	15:29:53	Delhi High Court Extension Counter SO	-
Bag Received	29/10/2026	20:42:11	New Delhi NSH	-
Item Received	29/10/2026	23:53:17	New Delhi NSH	-
Item bagged	30/10/2026	03:13:01	New Delhi NSH	-
Item Dispatched	30/10/2026	05:19:38	New Delhi NSH	-
Bag Received for Forwarding	30/10/2026	08:16:03	Delhi AP TMO	-
Item Dispatched	30/10/2026	09:56:35	Delhi AP TMO	-
Bag Received for Forwarding	30/10/2026	23:55:52	Hyderabad APTMO	-
Item Dispatched	31/10/2026	00:06:43	Hyderabad APTMO	-

Event	Date	Time	Office	Remarks
Bag Received	31/10/2026	19:11:47	Hyderabad NSH	-
Item Received	31/10/2026	19:28:05	Hyderabad NSH	-
Item bagged	01/11/2026	04:30:55	Hyderabad NSH	-
Item Dispatched	01/11/2026	08:57:17	Hyderabad NSH	-
Bag Received	02/11/2026	07:24:45	Sanathnagar IE DC	-
Item received at Destination	02/11/2026	08:04:35	Sanathnagar IE DC	-
Taken out for delivery	02/11/2026	09:26:14	Sanathnagar IE DC	-
Item Delivered(Addressee)	02/11/2026	20:00:19	Sanathnagar IE DC	Delivered

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Department of Posts
Government of India
Ministry of Communications

Generated through Indiapost website on: 17/11/2026, 01:31:07

Consignment/MO Tracking Report

Consignment/MO Number: SU002794008IN

Article Number:	Article Type:	Tariff:
SU002794008IN	SP_INLAND_DOC	₹ 113
Booked At:	**Booked On:**	**Destination:**
Delhi High Court Extension Counter SO	29/10/2026, 11:32:48	Andhra University S.O
Origin Pincode:	**Delivered On:**	**Destination Pincode:**
110003	03/11/2026, 15:20:29	530003

Event	Date	Time	Office	Remarks
Item Booked	29/10/2026	11:32:48	Delhi High Court Extension Counter SO	-
Item bagged	29/10/2026	15:17:19	Delhi High Court Extension Counter SO	-
Item Dispatched	29/10/2026	15:29:53	Delhi High Court Extension Counter SO	-
Bag Received	29/10/2026	20:42:11	New Delhi NSH	-
Item Received	29/10/2026	23:53:17	New Delhi NSH	-
Item bagged	30/10/2026	03:53:41	New Delhi NSH	-
Item Dispatched	30/10/2026	05:19:38	New Delhi NSH	-
Bag Received for Forwarding	30/10/2026	08:16:03	Delhi AP TMO	-
Item Dispatched	30/10/2026	09:55:44	Delhi AP TMO	-
Bag Received for Forwarding	02/11/2026	12:47:18	visakhapatnam TMO	-
Item Dispatched	02/11/2026	12:48:50	visakhapatnam TMO	-

Event	Date	Time	Office	Remarks
Bag Received	02/11/2026	12:57:32	Visakhapatnam NSH	-
Item Received	02/11/2026	13:06:34	Visakhapatnam NSH	-
Item bagged	02/11/2026	13:39:26	Visakhapatnam NSH	-
Item Dispatched	02/11/2026	17:18:16	Visakhapatnam NSH	-
Bag Received for Forwarding	02/11/2026	21:16:28	visakhapatnam TMO	-
Item Dispatched	03/11/2026	05:54:36	visakhapatnam TMO	-
Bag Received	03/11/2026	08:24:47	IDC Andhra University	-
Item received at Destination	03/11/2026	08:36:55	IDC Andhra University	-
Taken out for delivery	03/11/2026	09:29:02	IDC Andhra University	-
Item Delivered(Addressee)	03/11/2026	15:20:29	IDC Andhra University	Delivered

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6. The arbitration clause contained in each of the aforesaid purchase orders reads as follows:

> *"Other Conditions: 1) In case of any dispute, and/or difference in respect of this Purchase Order or the interpretation thereof in relation to or in connection with the Goods supplied, Payment regarding the goods supplied or otherwise, the dispute/difference snail be resolved by way of Arbitration. The Parties shall mutually appoint a Sole Arbitrator under the provisions of the Arbitration and Conciliation Act, 1996, or any amendment thereof, whose decision shall be final and binding upon the parties. The Arbitration shall be conducted at New Delhi and only the Courts at New Delhi shall have the exclusive jurisdiction to decide the matters arising therefrom".*

7. 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.

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

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

10. Accordingly, Ms. Taniya Bansal, Advocate, (Mob. No. 9818357066) 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.

11. 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

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reference.

12. 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.

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

14. 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 Sole Arbitrator shall adjudicate the disputes independently and on their own merits, uninfluenced by any observations contained in the present order.

15. The Registry is directed to send a receipt of this order to Ms. Taniya Bansal, learned Arbitrator through all permissible modes including email.

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

OM PRAKASH SHUKLA, J

NOVEMBER 19, 2026/at

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