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

\# **CNR No. DLHC010482912026**

\+ ARB.P. 1800/2026

AREEB SIDDIQUI .....Petitioner

Through: Mr. Musheer Zaidi, Adv.

versus

SANDEEP TRIPATHI .....Respondent

Through: None.

CORAM:
HON'BLE MR. JUSTICE OM PRAKASH SHUKLA

JUDGMENT(ORAL)

% 20.11.2026

1. The present petition has been filed under Section 11(6) 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 Respondent and the Respondent was asked to file reply to the present petition. However, the same has not been filed. On a perusal of the affidavit of service, it appears that the notice has been duly served upon the Respondent at one of its addresses.

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.

4. In view thereof and considering that the Respondent has chosen

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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 establish that the Respondent has been duly served. The proof of service as reflected from the tracking details is as follows:

Generated through Indiapost website on: 9/11/2026, 17:55:59

Consignment/MO Tracking Report

Consignment/MO Number: ED291306703IN

Article Number:	Article Type:	Tariff:
ED291306703IN	SP_INLAND_DOC	₹ 74

Booked At:	Booked On:	Destination:
Delhi High Court SO	05/11/2026, 14:57:32	B R A University SO
Origin Pincode:	**Delivered On:**	**Destination Pincode:**
110003	09/11/2026, 15:45:41	226025

Event	Date	Time	Office	Remarks
Item Booked	05/11/2026	14:57:32	Delhi High Court SO	-
Item bagged	05/11/2026	16:11:11	Delhi High Court SO	-
Item Dispatched	05/11/2026	16:25:44	Delhi High Court SO	-
Bag Received	05/11/2026	21:36:22	New Delhi NSH	-
Item Received	05/11/2026	22:58:05	New Delhi NSH	-
Item bagged	06/11/2026	03:17:46	New Delhi NSH	-
Item Dispatched	06/11/2026	08:37:10	New Delhi NSH	-
Bag Received for Forwarding	06/11/2026	09:58:49	Delhi AP TMO	-
Item Dispatched	06/11/2026	11:43:00	Delhi AP TMO	-
Bag Received for Forwarding	07/11/2026	16:43:15	MA AIRPORT Lucknow	-
Item Dispatched	07/11/2026	17:23:29	MA AIRPORT Lucknow	-
Bag Received	07/11/2026	23:31:01	Lucknow NSH	-
Item Received	08/11/2026	00:45:23	Lucknow NSH	-

[1] "Act" hereinafter

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Event	Date	Time	Office	Remarks
Item bagged	08/11/2026	03:50:57	Lucknow NSH	-
Item Dispatched	08/11/2026	06:41:11	Lucknow NSH	-
Bag Received for Forwarding	08/11/2026	22:11:26	MA Lucknow RMS	-
Item Dispatched	09/11/2026	05:29:33	MA Lucknow RMS	-
Bag Received	09/11/2026	09:26:02	B R A University SO	-
Item received at Destination	09/11/2026	09:32:57	B R A University SO	-
Taken out for delivery	09/11/2026	10:21:38	B R A University SO	-
Item Delivered(Addressee)	09/11/2026	15:45:41	B R A University SO	Article Delivered to gi

6. The Settlement Agreement contains an arbitration Clause under Clause 3.2, which is reproduced hereinbelow:

> *"3.2 That all or any disputes arising out of or touching upon or in relation to the terms of this agreement including the interpretation and validity of the terms thereof and the respective rights and obligations of the parties shall be settled amicably by mutual discussion and conciliation, failing which, the same shall be subject to Arbitration, to be governed by the Arbitration & Conciliation Act, 1996, as amended from time to time, with the exception of any case arising out of dishonour. of any post-dated cheque."*

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[2].

8. In the present case, this Court finds that a valid and binding agreement exists between the parties.

9. The Petitioner claims an amount of Rs.9.92 crores (approx.) along with interest.

[2] **SBI General Insurance Co. Ltd. v. Krish Spinning 2024 SCC OnLine SC 1754**

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

11. Accordingly, Ms. Swathi Sukumar, Senior Advocate, (Mob. No. 9717918652) 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.

12. 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.

13. 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.

14. 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.

15. 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

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observations contained in the present order.

16. The Registry is directed to send a receipt of this order to Ms. Swathi Sukumar, learned Arbitrator through all permissible modes including email.

17. Accordingly, the present petition is disposed of in the above terms. Pending application(s), if any, also stand disposed of.

OM PRAKASH SHUKLA, J

NOVEMBER 20, 2026/*gunn*

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