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IN THE HIGH COURT OF DELHI AT NEW DELHI**CNR No. DLHC010302512026****ARB.P. 1138/2026****M/S LIVE WIRE CALL CENTRE SERVICE PVT LTD**

.....Petitioner

Through: Mr. Nishant Yadav, Mr. Anshul
Rao, Advs.

versus

VIKRAM BHATIA ALIAS HRIDEY VIKRAM & ORS.

.....Respondents

Through: Mr. Praveen Kumar, Mr.
Sarthak Gupta, Mr. Suman Raj,
Mr. Shivam Gupta, Advs. for
R1 & R2.**CORAM:****HON'BLE MR. JUSTICE OM PRAKASH SHUKLA****JUDGMENT (ORAL)**

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24.09.2026

1. At the outset, learned Counsel appearing for the Petitioner submits that Clause 31 in the prayer of the instant petition should be read as Clause 11, as it is a typographical error.

2. Clause 11 of the Loan Agreement dated 11.11.2015, reads as under:

“11. It is hereby agreed by and between the parties hereto that in case any dispute or difference arises between the parties with regard to the terms and conditions of this agreement or relating to the interpretation or termination thereof, the same shall be referred to a sole arbitrator to be appointed by the chairman of the developer and such arbitration shall be in accordance with the provision of the Arbitration and Conciliation Act, 1996, or any statutory modification or re-enactment thereof for the time being in force. The arbitration shall be held in New Delhi and the proceedings shall be conducted in the English language. The parties agree that the arbitration award shall be final and binding on the parties and may be enforced as a decree.”

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3. In this regard, it is also relevant to note that the Petitioner, by way of notice dated 19.05.2026, sought to invoke arbitration against all three Respondents in terms of Clause 31 of the Builder Buyer Agreement dated 11.11.2025 and Clause 11 of the Loan Agreement dated 31.10.2025.

4. In the present case, there is no dispute with regard to the existence of the arbitration agreement *qua* Respondent No. 3.

5. It is well settled that scope of enquiry in proceedings under Section 11 of the Arbitration and Conciliation Act, 1996¹ is circumscribed to the *prima facie* existence of a valid arbitration agreement.

6. Therefore, this Court finds no impediment in appointing a Sole Arbitrator.

7. Accordingly, Ms. Vaishali Gupta, Advocate, (Mob. No.8383031929) 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.

8. The learned Sole Arbitrator will proceed to the arbitration proceedings subject to furnishing requisite disclosures as required under Section 12(2) of the Act.



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9. 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.

10. 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.

11. 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.

12. The Registry is directed to send a receipt of this order to Ms. Vaishali Gupta, learned Arbitrator through all permissible modes including email.

13. Respondents are at liberty to raise preliminary objections with respect to arbitrability of the present petition, if any, which shall be decided by the learned Sole Arbitrator in accordance with law.

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

15. With regard to Respondent No. 1 & 2, the Petitioner is at liberty to file an application for impleadment before the learned Arbitrator as



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there is no *prima facie* arbitration agreement between the Petitioner and Respondent No. 1 and 2.

OM PRAKASH SHUKLA, J

SEPTEMBER 24, 2026/at

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