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\* **IN THE HIGH COURT OF DELHI AT NEW DELHI**# **CNR No. DLHC010403182026**+ **ARB.P. 1532/2026****TRUXCARGO PRIVATE LIMITED**

.....Petitioner

Through: **Mr. Gaurav Verma, Advocate.**

versus

**BLUWHEELZ MOBILITY SERVICES PRIVATE**

.....Respondent

Through: **None.****CORAM:****HON'BLE MR. JUSTICE OM PRAKASH SHUKLA****JUDGMENT(ORAL)**% **29.09.2026**

1. The present petition has been filed under Section 11(6) of the Arbitration and Conciliation Act, 1996<sup>1</sup> seeking appointment of a Sole Arbitrator to adjudicate the disputes that have arisen between the parties under the Franchise Agreement dated 16.05.2025.

2. The Petitioner had entered into the aforesaid Franchise Agreement with the Respondent pursuant to which 44 commercial vehicles were delivered by the Petitioner to the Respondent. Disputes have arisen between the parties in relation to the Respondent's alleged defaults in payment and return of the vehicles.

3. Clause 17(b) of the Franchise Agreement contains an arbitration agreement providing for resolution of disputes through arbitration and



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reads as follows:

**“17. GOVERNING LAW & DISPUTE RESOLUTION**

*b. Any dispute claim or contentions in respect of or arising out of or relating in any manner to the provisions of this Agreement shall be settled amicably between the Parties by giving 15 days' notice of such breach or dispute to the Party alleged to have committed the breach or responsible for the dispute to take necessary steps to resolve/rectify the breach/dispute to the satisfaction of the other party. Should such an amicable settlement prove impossible, then the same shall be settled by arbitration to be conducted before a sole arbitrator appointed with mutual consent of both parties. Place of arbitration shall be New Delhi, India and arbitration shall be in accordance with and governed by the Indian Arbitration and Conciliation Act 1996.”*

4. It is borne out from the record that the Petitioner invoked arbitration by notice dated 23.06.2026 in terms of Section 21 of the Act.

5. As per the affidavit of service filed by the Petitioner, notice is served through *dasti*. Accordingly, service is sufficient in the present petition. However, no one appears on behalf of the Respondent.

6. 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<sup>2</sup>.

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

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<sup>1</sup> “the Act” hereinafter

<sup>2</sup> **SBI General Insurance Co. Ltd. v. Krish Spinning 2024 SCC OnLine SC 1754**



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

9. The claimed amount is stated to be Rs.48 lakhs approx.

10. Accordingly, Ms. Neelampreet Kaur (Mob. No. 9650080047) 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.

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 two weeks of entering 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 objection as to arbitrability and jurisdiction, before the learned Sole Arbitrator who shall decide 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(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.

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

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

**OM PRAKASH SHUKLA, J**

**SEPTEMBER 29, 2026/pa**