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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**# **CNR No. DLHC010327132026**+ **ARB.P. 1225/2026****SANJEEV SHAHI**

.....Petitioner

Through: Mr. Zafar Khurshid, Mr.
Amandeep Mehra and Ms.
Monika, Advs.

versus

UFLIX INTERNATIONAL PRIVATE LIMITED

.....Respondent

Through: Mr. Kailash Prashad Pandey,
Adv.**CORAM:****HON'BLE MR. JUSTICE OM PRAKASH SHUKLA****ORDER(ORAL)**% **14.09.2026**

1. The present petition has been filed under Section 11(6) of the Arbitration and Conciliation Act, 1996¹ seeking appointment of Sole Arbitrator.

2. Mr. Kailash Prashad Pandey, learned Counsel appears on behalf of the Respondent does not disputes the arbitration agreement between the parties.

3. 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 agreement².

¹ "Act", hereinafter

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



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4. In the present case, there is no dispute with regard to the existence of a valid arbitration clause between the parties. Clause 47 of the Lease Agreement dated 21.12.2022 provides an arbitration clause, which is reproduced hereinbelow:

“47. Any dispute, controversy or claim arising out of or in relation to this / Agreement or the breach, termination or invalidity of the clauses mentioned herein shall be settled amicably between the parties and appointed authorities of both the parties, failing which the same shall be referred for Arbitration in accordance with the provisions of the Arbitration and Conciliation Act, 1996 (as amended time to time). The Arbitrator shall be appointed mutually by both the parties failing which the appointment of arbitrator shall be as per the provisions of Arbitration and Conciliation Act, 1996 (as amended time to time). The place of Arbitration shall be New Delhi. The proceedings of Arbitration shall be conducted in English language.”

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

6. Accordingly, Mr. Toshiv Goyal, Advocate (Mob. No. 9899003676) 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.

7. 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.

8. The arbitration shall be carried under the rules and aegis of Delhi International Arbitration Centre (“DIAC”). The learned



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Arbitrator shall be entitled to fees as per the Schedule of Fees maintained by the DIAC.

9. 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.

10. 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.

11. The Registry is directed to send a receipt of this order to Mr. Toshiv Goyal, learned Arbitrator through all permissible modes including email.

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

OM PRAKASH SHUKLA, J

SEPTEMBER 14, 2026/gunn