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* IN THE HIGH COURT OF DELHI AT NEW DELHI
% Date of Decision: 24th September, 2026

CNR No. DLHC010302582026

+ ARB.P. 1143/2026

DELHIVERY LIMITED

.....Petitioner

Through: Mr. Vijay Shankar, Mr. Aman
Singhnia, Mr. Ashmit Dhawan,
Advocates.

versus

DIVINE PHARMA

.....Respondent

Through: None.

CORAM:**HON'BLE MR. JUSTICE MANOJ JAIN****J U D G M E N T (oral)**

1. Petition has been filed under Section 11(5) of the *Arbitration and Conciliation Act, 1996*.
2. Petitioner seeks appointment of Sole Arbitrator.
3. There was an agreement (*Delivery Services Agreement*) between the parties. It was executed in New Delhi on 13.01.2024. As per the broad terms of the agreement, the petitioner herein, who is reputed entity engaged in delivering packages/couriers/parcels, had agreed to provide services to the respondent. However, despite providing such services in terms of the abovesaid agreement, the undisputed amount has yet not been paid.
4. Petitioner issued a notice under Section 21 of *Arbitration and Conciliation Act, 1996* invoking arbitration. The notice is dated 20.04.2026 and it was promptly replied, as the copy of reply dated 29.04.2026 is also on record.
5. As per reply, the respondent denied liability for the reason that several



shipments entrusted to the petitioner were either not delivered or short delivered or delivered in tempered/damaged conditions etc. All in all, according to respondent, the conduct of the petitioner was negligent which resulted in substantial financial losses to them and, therefore, they asked the petitioner to withdraw the abovesaid notice.

6. None appears on behalf of respondent despite due service through speed post. The online service report generated from website of *Department of Post*, Government of India has been placed on record, which clearly indicates that the notice was received by the addressee on 12.09.2026.

7. As per legal notice, the outstanding amount is of Rs. 11,36,173/- as on date of issuance of notice.

8. Clause 19 of the agreement dated 13.01.2024 reads as under:

"19. DISPUTE RESOLUTION:

All disputes arising out of or in relation to this Agreement, including any question regarding its existence, validity or termination, which cannot be amicably resolved by the Parties within 15 days of being brought to their attention, such 15 (fifteen) days period is referred to as the "Consultation Period"), and if such dispute is still not resolved, the dispute shall be settled by arbitration governed by the provisions of Arbitration and Conciliation Act, 1996. The Parties mutually agree to appoint a sole arbitrator. The venue/seat of Arbitration shall be New Delhi and the language of arbitration shall be English."

9. In view of the above, the petition stands allowed and disposed of with the following directions:-

- i) The disputes between parties concerning said agreement dated 13.01.2024 are referred to arbitration.
- ii) Mr. Piyush Mittal, Advocate [Mobile No. 9810717949] is appointed as Sole Arbitrator to adjudicate the same.
- iii) The arbitration will held under the aegis of Delhi International



Arbitration Centre, New Delhi (DIAC) and would be governed by the Rules of DIAC.

iv) The learned Arbitrator is requested to furnish a declaration in terms of Section 12 of *the Act* prior to entering into the reference.

v) All the rights and contentions of the parties are left open for adjudication by the learned Arbitrator.

vi) The parties shall approach DIAC within two weeks from today.

(MANOJ JAIN)

JUDGE

SEPTEMBER 24, 2026/sw/sk