



2026:DHC:8919



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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**# **CNR No. DLHC010394172026**+ **ARB.P. 1504/2026****VIRENDER SINGH**

.....Petitioner

Through: Ms. Jagrati Singh, Mr. Nishant,
Mr. Madhurendra Jha and Mr.
Vikram, Advs.

versus

GTL INFRASTRUCTURE LIMITED

.....Respondent

Through: Advocate (appearance not
given).**CORAM:****HON'BLE MR. JUSTICE OM PRAKASH SHUKLA****JUDGMENT(ORAL)**

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06.10.2026

1. The present petition has been filed under Section 11(5) read with Section 11(6) of the Arbitration and Conciliation Act, 1996¹, seeking appointment of an independent Sole Arbitrator to adjudicate the disputes between the parties arising out of the License Agreement dated 29.08.2009 and the Supplementary Agreement dated 12.12.2016.

2. Clause 11 of the License Agreement contains an arbitration clause providing for reference of disputes to a Sole Arbitrator. The same read as follows:

"11. DISPUTE RESOLUTION AND APPLICABLE LAWS

In the event of any dispute arising by and between the parties hereto, the same shall be amicably resolved by Conciliation, failing

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"Act" hereinafter

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which. by Arbitration conducted by a sole arbitrator duly nominated by the Licensee, in accordance with the provisions of the Arbitration & Conciliation Act, 1996(as amended) and in case of death refusal neglect or incapability of the appointed arbitrator to act as an Arbitrator then the same shall be referred to the Sole Arbitrator to be appointed by the Licensee, whose decision shall be binding upon both the parties. The venue of the Arbitration shall be DENT The decision of the arbitrator shall be final and binding on the parties. All disputes shall be subject to the jurisdiction of DELHI courts. The governing law shall be laws of India.”

3. Both the parties are *ad idem* with respect to the reference of the disputes to arbitration.

4. 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.

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

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

7. Accordingly, Ms. Geetanjali Setia, Advocate Mob. No.9810982024) 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

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under Section 12(2) of the Act within three weeks of entering reference.

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 with claims and counter claims 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. Geetanjali Setia, learned Arbitrator through all permissible modes including email.

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

OM PRAKASH SHUKLA, J

OCTOBER 6, 2026/at

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