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IN THE HIGH COURT OF DELHI AT NEW DELHI

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ARB.P. 124/2026

M/S FREIGHT SYSTEMS (INDIA) PVT. LTD.Petitioner

**Through: Mr. Rahul Jain and Mr. Raghav
Dixit, Advocates.**

versus

M/S HFCL LTD.

.....Respondent

**Through: Mr. Zeeshan Hahsmi, Ms.
Mitali Yadav, Mr. Ankit
Parashar and Mr. Tushar Malik,
Advocates.**

CORAM:

**HON'BLE MR. JUSTICE HARISH VAIDYANATHAN
SHANKAR**

ORDER

23.02.2026

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1. The present petition has been filed under Section 11(6) of the Arbitration and Conciliation Act, 1996 [**“Act”**] seeking appointment of a sole Arbitrator for adjudicating the disputes that are stated to have been arisen as between the parties in respect of the Freight Forwarding Service Agreement [**“the Agreement”**] dated 01.04.2023.

2. The dispute resolution clause is set out at Clause 20 of the said agreement and the seat of arbitration has been designated as New Delhi which reads as follows:

“20. DISPUTE RESOLUTION

20.1. Any dispute, controversy or claim, arising out of, or relating to this Agreement, including the question of the existence, breach, termination or validity thereof ("Dispute"), shall first be attempted to be amicably discussed and resolved between Parties. In the event, that Parties are not inclined or unable to resolve the Dispute(s) having arisen by amicable discussions within a period of fourteen (14) days from the date of request for amicable settlement made by a Party, the Dispute(s) shall be referred to and settled by arbitration under the Arbitration and Conciliation Act, 1996,



subject to any statutory modification thereto.

20.2. The number of arbitrators shall be one (I) which arbitrator shall be mutually agreed to by the Parties.

20.3. Parties agree to share the cost of such arbitrator equally. The fee of the arbitrator shall be as per the Fourth Schedule of the Arbitration and Conciliation (Amendment) Act, 2015 and/or future amendments in the Arbitration and Conciliation Act, 1996.

20.4. The award made pursuant to the arbitration proceedings shall be final and binding upon the Parties.

20.5. The seat of arbitration shall be New Delhi and language shall be English.”

3. The material on record indicates that pursuant to the disputes that arose between the parties, a Notice under Section 21 of the Act dated 30.08.2025 was issued by the Petitioner.

4. Learned counsel appearing for the parties are *ad idem* that the matters may be referred to arbitration however they request that the appointment of an Arbitrator may be deferred by a period of four weeks and state that in the *interregnum*, they would like to explore the possibility of settling their disputes through the process of mediation.

5. This Court finds the said suggestion put forth by the learned counsel for the parties to be reasonable.

6. Accordingly, the matter is referred to the Delhi High Court Mediation and Conciliation Centre on 27.02.2026 for the purpose of exploring the possibility of resolving the disputes between the parties through mediation.

7. List on 01.04.2026 for an updation of the status of the mediation.

HARISH VAIDYANATHAN SHANKAR, J.
FEBRUARY 23, 2026/v/her