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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**

+ **ARB.P. 157/2026 & I.A. 1790/2026**

KAMLESH KUMAR SINGH

.....Petitioner

Through: Mr. Atul Parmar and Mrs. Kirti
Parmar, Advocates

versus

MEGA MART VENTURES INDIA PVT. LTD.Respondent

Through: Mr. Aditya Shukla, Advocate

CORAM:

HON'BLE MR. JUSTICE SUBRAMONIUM PRASAD

ORDER

27.04.2026

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1. The present petition has been filed under Section 11(6) of the Arbitration and Conciliation Act, 1996 by the Petitioner seeking appointment of an Arbitrator to adjudicate upon the disputes which have arisen between the parties under the Franchise Agreement dated 31.05.2025 [**“the Agreement”**].
2. Material on record indicates that the parties entered into the Agreement for setting up a Franchise-Department Store. Disputes arose between the parties on account of non-performance of obligations on part of the Respondent.
3. It is stated that the payment amounting to Rs.10,88,920/- was made by the Petitioner to the Respondent for completion of interior works with all fixtures/equipment. It is stated by the Petitioner that despite repeated promises made by the Respondent, the Respondent did not complete the



work.

4. Clause 12 of the Agreement contains an arbitration clause. Sub-Clause 'c' of Clause 12 of the Agreement indicates that the venue of arbitration shall be at Delhi. There is no other *contra indicia* which shows that the parties have decided that the seat of the arbitration to be at any place other than Delhi.

5. Since the Respondent failed to fulfil its obligations under the agreement, the Petitioner issued a legal notice dated 08.09.2025 for settlement of dispute through mediation or conciliation as per Clause 12 of the agreement. However, the same was not replied to by the Respondent. Later on, the Petitioner issued notice dated 31.10.2025 under Section 21 of the Arbitration and Conciliation Act, 1996 to the Respondent invoking arbitration and claiming refund for a sum of Rs.10,88,920/- along with compensation for loss of business, rent, and mental harassment @ Rs.1,41,341/-, per month from 01.09.2025 till payment or completion of work.

6. Notice was issued in the Petition on 22.01.2026.

7. Mr. Aditya Shukla, learned Counsel, enters appearance on behalf of the Respondent.

8. In view of the fact that disputes have arisen between the Parties and the Agreement contains an arbitration clause being Clause 12 (c), this Court is inclined to appoint an Arbitrator to adjudicate upon the disputes between the parties.

9. Accordingly, Ms. Jasneet Chauhan, Advocate, (Mob No: 9711001338) is appointed as the Sole Arbitrator to adjudicate upon the disputes between the parties.



10. The arbitration would take place under the aegis of the Delhi International Arbitration Centre [“**DIAC**”] and would abide by its rules and regulations. The learned Arbitrator shall be entitled to fees as per the Schedule of Fees maintained by the DIAC.

11. The learned Arbitrator is also requested to file the requisite disclosure under Section 12(2) of the Arbitration and Conciliation Act, 1996, within two weeks from the date of entering into reference.

12. All rights and contentions of the parties in relation to the claims/counter-claims are kept open, to be decided by the learned Arbitrator on their merits, in accordance with law.

13. Needless to state, nothing in this Order shall be construed as an expression of this Court on the merits of the contentions of the parties.

14. The Petition stands disposed of in the above terms, along with pending Application(s), if any.

SUBRAMONIUM PRASAD, J

APRIL 27, 2026

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