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

CNR No. DLHC010424472026

+ **ARB.P. 1616/2026**

INTER ADS EXHIBITIONS PVT LTD Petitioner

Through: **Mr. Rohin Dubey, Advocate**

versus

M/S. EXHICON EVENTS MEDIA SOLUTIONS LTD

.....Respondent

Through: **Mr. Syed Meesam, Advocate**

CORAM:

HON'BLE MR. JUSTICE SUBRAMONIUM PRASAD

ORDER

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14.09.2026

1. The present Petition has been filed under Section 11(6) of the Arbitration and Conciliation Act, 1996 (*hereinafter referred to as “**Arbitration Act**”*), by the Petitioner seeking appointment of an Arbitrator to adjudicate upon the disputes under the Memorandum of Understanding dated 18.04.2026 executed between the parties (*hereinafter referred to as “**MoU**”*).

2. Facts of the case as stated in the Petition reveal that a Work Order dated 12.04.2026 (*hereinafter referred to as “**Work Order**”*) was executed between the Petitioner and the Respondent for fabrication, hangar setup, shell scheme setup and allied exhibition infrastructure services pertaining to the exhibition titled “INTERMAT INDIA 2026” held at PIECC Moshi, Pune from April 23, 2026 to April 25, 2026.



3. The MoU contains an arbitration clause and so does the Work Order. The MoU also provides that the seat and venue of arbitration shall be New Delhi, similar to the Work Order. It is pertinent to mention that for the disputes having arisen between the parties under the Work Order, which contains its own arbitration clause another Petition under Section 11(6) of the Arbitration Act bearing ARB.P 1033/2026 has been filed by the Petitioner.

4. As per the Petitioner, the Respondent engaged the Petitioner's services to execute critical infrastructure and fabrication works for an international exhibition and made substantial advance payments after finalizing the scope and commercials. It is the Petitioner's case that despite receiving the payments, the Respondent allegedly refused to commence or continue the work unless the Petitioner cleared the disputed dues relating to previous exhibitions. The Petitioner thus claims that it was compelled under economic and commercial duress to issue post-dated cheques and sign the MoU.

5. It is the case of the Petitioner that the Respondent *vide* Communication dated 07.08.2026 alleged material breach of the MoU on account of dishonour of one post-dated cheque and the Respondent demanded lump sum acceleration of the entire outstanding amount. The same has been replied to by the Petitioner on 13.08.2026 refuting the claim of the Respondent. Further exchange of communications between the parties occurred on 20.08.2026 and 26.08.2026, perusal of which reveals that the Respondent referred to Clause 11.3 of the MoU and expressed its willingness to get the disputes adjudicated through arbitration, in response to which the Petitioner nominated a retired District and Sessions Judge as the



Sole Arbitrator, which ultimately came to be refused by the Respondent.

6. The above factual background pertaining to the invocation of arbitration by the Respondent brings to light the recent judgment of the Apex Court in M/s Bhagheeratha Engineering Ltd. v. State of Kerala, (2026) 5 SCC 758, wherein the Apex Court explained that Section 21 of the Arbitration Act is essentially a procedural provision intended to determine the commencement of arbitral proceedings, particularly for the purpose of reckoning limitation and that there is no mandatory prerequisite for issuance of a Section 21 notice prior to the commencement of arbitration. The Apex Court also observed that issuance of a notice under Section 21 of the Arbitration Act may come to the aid of parties and the arbitrator in determining the limitation for the claim and that the failure to issue such a notice would not be fatal to a party in arbitration if the claim is otherwise valid and the disputes arbitrable. Relevant portions of the said Judgment reads as under:

“39. Secondly, the object of Section 21 of the A&C Act, is only for the purpose of commencement of arbitral proceedings is also well settled. Section 21 is concerned only with determining the commencement of the dispute for the purpose of reckoning limitation. There is no mandatory prerequisite for issuance of a Section 21 notice prior to the commencement of arbitration. Issuance of a Section 21 notice may come to the aid of parties and the arbitrator in determining the limitation for the claim. Failure to issue a Section 21 notice would not be fatal to a party in arbitration if the claim is otherwise valid and the disputes arbitrable.

40. In ASF Buildtech (P) Ltd. v. Shapoorji Pallonji & Co. (P) Ltd. [ASF Buildtech (P) Ltd. v. Shapoorji



Pallonji & Co. (P) Ltd., (2025) 9 SCC 76 : (2025) 4 SCC (Civ) 27] , one of us, J.B. Pardiwala, J., felicitously put the principle thus: (SCC pp. 209-12, paras 163,165 & 169)

“163. The marginal note appended to Section 21 of the 1996 Act makes it abundantly clear that the notice to be issued thereunder is for the purpose of “commencement of arbitration proceedings”. The substantive provision further makes it clear that the date on which a request/notice of invocation for referring a dispute is received by the respondent, would be the date on which the arbitral proceedings in respect of a particular dispute commences. The words “particular dispute” assume significance in the interpretation of this provision and its underlying object. It indicates that the provision is concerned only with determining when arbitration is deemed to have commenced for the specific dispute mentioned in the notice. The language in which the said provision is couched is neither prohibitive or exhaustive insofar as reference of any other disputes which although not specified in the notice of invocation yet, nonetheless falls within the scope of the arbitration agreement. The term “particular dispute”, does not mean all disputes, nor does it confine the jurisdiction of the Arbitral Tribunal which is said to be one emanating from the “arbitration agreement” to only those disputes mentioned in the notice of invocation, as it would tantamount to reading a restriction into the jurisdiction of the Arbitral Tribunal to the bounds of the notice of invocation instead of the arbitration agreement. Thus, there is no inhibition under Section 21 of the 1996 Act for raising any other dispute or claim which is covered under the arbitration agreement in the absence of any such



notice. Section 21 is procedural rather than jurisdictional — it does not serve to create or validate the arbitration agreement itself, nor is it a precondition for the existence of the Tribunal's jurisdiction, but merely operates as a statutory mechanism to ascertain the date of initiation for reckoning limitation.

165. Section 23 sub-section (1) places an obligation upon the claimant to state the facts supporting his “claim”, the points at issue and the relief or remedy sought by way of its statement of claim, before the Arbitral Tribunal. Notably, the legislature, in the first part of the said sub-section, has deliberately and consciously used the term “claim” as opposed to “particular dispute” employed in Section 21 of the 1996 Act. Although, it could be said that the term “particular dispute” under Section 21 connotes a larger umbrella within which the term “claim” under Section 23 would be subsumed, thereby suggesting that there is no scope to deviate from what was sought to be referred by the notice of invocation, we do not think so. We say so because, the requirement for providing the points at issue and the relief or remedy sought that exists in sub-section (1) of Section 23 of the 1996 Act is patently absent in Section 21 of the 1996 Act, which clearly shows that the scope and object of these two provisions are at variance to each other. Further, this sub-section does not stipulate either explicitly or implicitly, that such “claim” must be the same or in tandem with the “particular dispute” in respect of which the notice of invocation was issued under Section 21 of the 1996 Act. This distinction in terminology is neither incidental nor redundant;



rather, it reflects a conscious legislative design to demarcate the procedural objective of Section 21 from the substantive function served by Section 23. Unlike Section 23, Section 21 does not require any articulation of the relief sought or the framing of issues — its sole purpose is to indicate when arbitration is deemed to have commenced, for the limited purpose of computing the limitation period.

169. Any restriction on the nature or content of claims, counterclaims, or set-offs in arbitration must be sourced solely from the express language of Section 23 and not from Section 21. Section(s) 21 and 23 of the 1996 Act although overlap in some aspects with each other in terms of the claims that would ordinarily be referred to the Tribunal more often than not tend to coincide, yet they are by no means tethered together in such a manner that neither of them can survive without one another. The latter serves only a procedural function and does not condition or limit the Tribunal's jurisdiction to adjudicate claims that may not have been specifically invoked at the threshold stage. To read such a limitation into the statutory scheme would run contrary to both the text and the object of the Act.” (emphasis in original and supplied)

41. *More recently in Adavya Projects (P) Ltd. v. Vishal Structurals (P) Ltd. [Adavya Projects (P) Ltd. v. Vishal Structurals (P) Ltd., (2025) 9 SCC 686 : (2025) 4 SCC (Civ) 375] , this Court reiterating the purpose and significance of a notice under Section 21 had the following to observe: (SCC p. 702, para 24)*



“24. At this point, it is important to note this Court's decision in State of Goa v. Praveen Enterprises [State of Goa v. Praveen Enterprises, (2012) 12 SCC 581] wherein it was held that the claims and disputes raised in the notice under Section 21 do not restrict and limit the claims that can be raised before the Arbitral Tribunal. The consequence of not raising a claim in the notice is only that the limitation period for such claim that is raised before the Arbitral Tribunal for the first time will be calculated differently vis-à-vis claims raised in the notice. However, non-inclusion of certain disputes in Section 21 notice does not preclude a claimant from raising them during the arbitration, as long as they are covered under the arbitration agreement. Further, merely because a respondent did not issue a notice raising counterclaims, he is not precluded from raising the same before the Arbitral Tribunal, as long as such counterclaims fall within the scope of the arbitration agreement.” (emphasis supplied)

42. At this stage, it is appropriate to refer to the following passage from the decision of this Court in Indian Oil Corpn. Ltd. v. Amritsar Gas Service [Indian Oil Corpn. Ltd. v. Amritsar Gas Service, (1991) 1 SCC 533] which reinforces our holding: (SCC p. 544, para 15)

“15. The appellant's grievance regarding non-consideration of its counter-claim for the reason given in the award does appear to have some merit. In view of the fact that reference to the arbitrator was made by this Court in an appeal arising out of refusal to stay the suit under Section 34 of the Arbitration Act and the reference was made of all disputes between the parties in the suit, the occasion to make a counter-claim in the



written statement could arise only after the order of reference. The pleadings of the parties were filed before the arbitrator, and the reference covered all disputes between the parties in the suit. Accordingly, the counter-claim could not be made at any earlier stage. Refusal to consider the counter-claim for the only reason given in the award does, therefore, disclose an error of law apparent on the face of the award. However, in the present case, the counter-claim not being pressed at this stage by the learned counsel for the appellant, it is unnecessary to examine this matter any further.”

Arbitration clause—widely worded

43. *Thirdly, Clause 25.3 is widely worded and any dispute or difference arising between the parties relating to any matter arising out of or concerned with the agreement are to be settled in accordance with the A&C Act by the Arbitral Tribunal. As held in State of Goa v. Praveen Enterprises [State of Goa v. Praveen Enterprises, (2012) 12 SCC 581] if an arbitration agreement provides that all disputes between the parties relating to the contract shall be referred to arbitration, the reference contemplated is the act of parties to the arbitration agreement.*

44. *In Praveen Enterprises [State of Goa v. Praveen Enterprises, (2012) 12 SCC 581] it has been further held as follows: (SCC pp. 590, 593 & 598, paras 19, 26-27 & 41)*

“19. There can be claims by a claimant even without a notice seeking reference. Let us take an example where a notice is issued by a claimant raising disputes regarding Claims A and B and seeking reference thereof to arbitration. On



appointment of the arbitrator, the claimant files a claim statement in regard to the said Claims A and B. Subsequently if the claimant amends the claim statement by adding Claim C [which is permitted under Section 23(3) of the Act] the additional Claim C would not be preceded by a notice seeking arbitration. The date of amendment by which Claim C was introduced, will become the relevant date for determining the limitation in regard to the said Claim C, whereas the date on which the notice seeking arbitration was served on the other party, will be the relevant date for deciding the limitation in regard to Claims A and B. Be that as it may.

26. Section 23 of the Act makes it clear that when the arbitrator is appointed, the claimant is required to file the statement and the respondent has to file his defence statement before the arbitrator. The claimant is not bound to restrict his statement of claim to the claims already raised by him by notice, “unless the parties have otherwise agreed as to the required elements” of such claim statement. It is also made clear that “unless otherwise agreed by the parties” the claimant can also subsequently amend or supplement the claims in the claim statement. That is, unless the arbitration agreement requires the arbitrator to decide only the specifically referred disputes, the claimant can while filing the statement of claim or thereafter, amend or add to the claims already made.

27. Similarly, Section 23 read with Section 2(9) makes it clear that a respondent is entitled to raise a counterclaim “unless the parties have



otherwise agreed” and also add to or amend the counterclaim, “unless otherwise agreed”. In short, unless the arbitration agreement requires the arbitrator to decide only the specifically referred disputes, the respondent can file counterclaims and amend or add to the same, except where the arbitration agreement restricts the arbitration to only those disputes which are specifically referred to arbitration, both the claimant and the respondent are entitled to make any claims or counterclaims and further entitled to add to or amend such claims and counterclaims provided they are arbitrable and within limitation.

41. The position emerging from the above discussion may be summed up as follows:

(a) Section 11 of the Act requires the Chief Justice or his designate to either appoint the arbitrator(s) or take necessary measures in accordance with the appointment procedure contained in the arbitration agreement. The Chief Justice or the designate is not required to draw up the list of disputes and refer them to arbitration. The appointment of the Arbitral Tribunal is an implied reference in terms of the arbitration agreement.

(b) Where the arbitration agreement provides for referring all disputes between the parties (whether without any exceptions or subject to exceptions), the arbitrator will have jurisdiction to entertain any counterclaim, even though it was not raised at a stage earlier to the stage of pleadings before the arbitrator.

(c) Where however the arbitration agreement



*requires specific disputes to be referred to arbitration and provides that the arbitrator will have the jurisdiction to decide only the disputes so referred, the arbitrator's jurisdiction is controlled by the specific reference and he cannot travel beyond the reference, nor entertain any additional claims or counterclaims which are not part of the disputes specifically referred to arbitration.”
(emphasis supplied)*

45. It will be seen that when the Arbitral Tribunal is constituted, the claimant is required to file the statement and the respondent to file his defence statement with counter claim, if any, before the arbitrator. The claimant is not bound to restrict his statement of claim to the claims raised by him in the notice issued, if any, before. The claimant can also amend or supplement the claims in the claim statement unless the arbitration agreement requires the arbitrator to decide only the specifically referred disputes. Equally, counter claims can also be filed and amended. In the present case, we have already held that the rigors of Clauses 24, 24.1 and 25 have not been followed by the parties and by their conduct the entire dispute has been thrown at large before the Arbitral Tribunal. Hence, the contention of the respondent that the case of the parties is governed by para 41(c) of Praveen Enterprises [State of Goa v. Praveen Enterprises, (2012) 12 SCC 581] is rejected.”

7. The object of Section 21 of the Arbitration Act, therefore, is to provide certainty as to the point of commencement of arbitral proceedings. It is not a provision intended to prescribe a particular form or ritualistic manner in which a party must express its intention to have an existing dispute referred to arbitration, particularly where the other party has itself



invoked the arbitration agreement and the party receiving such invocation has unequivocally accepted the reference of the disputes to arbitration.

8. In any event, disputes have arisen between the parties under the Work Order, for which this Court in ARB.P. No.1033/2026, has appointed a Sole Arbitrator *vide* Order dated 11.09.2026.

9. Since disputes have arisen between the very same parties though under an MoU, subject matter whereof is also clearing of outstanding dues under the MoU in relation to the exhibition works, this Court is inclined to refer the present dispute to the very same Sole Arbitrator as the one appointed in ARB.P. No.1033/2026.

10. Accordingly, Ms. Praveena Gautam, Advocate (Mob: 9868100876) is appointed as the Sole Arbitrator to adjudicate upon the disputes between the parties.

11. 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.

12. The learned Arbitrator is also requested to file the requisite disclosure under Section 12(2) of the Arbitration Act within two weeks of entering the reference.

13. 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.

14. Needless to say, nothing in this Order shall be construed as an expression on the merits.

15. The present Petition stands disposed of in the above terms along with



pending application(s), if any.

SUBRAMONIUM PRASAD, J

SEPTEMBER 14, 2026

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