



2026:DHC:7140



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* IN THE HIGH COURT OF DELHI AT NEW DELHI

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Date of Decision: 18.08.2026

CNR No.DLHC010477612025

+ ARB.P. 1039/2025

AWOKE INDIA FOUNDATION

.....Petitioner

Through: Mr. Aviral Saxena, Mr. Abhinav
Sharma and Mr. Paritosh Goyal,
Advocates.

versus

IDENTIVETECH AND ORS

.....Respondents

Through: Mr. Shailender Kumar Nirmal and
Mr. Surya Pratap, Advocates.**CORAM:****HON'BLE MR. JUSTICE SACHIN DATTA****SACHIN DATTA, J. (ORAL)**

1. The present petition under Section 11 of the Arbitration and Conciliation Act, 1996 (hereinafter referred to as the 'A&C Act') seeks appointment of an Arbitral Tribunal to adjudicate the disputes between the parties.

2. The disputes arise in context of a Procurement Agreement dated 19.04.2024 executed between the petitioner and the respondent no.1. The same contains an arbitration clause as under:-

"Article 10. Governing Law and Jurisdiction"

This Agreement shall be interpreted in accordance with and governed by the law of India. In the event of any dispute, controversy or claim arising out of or relating to any provision of this Agreement or the interpretation, enforceability, performance, breach, termination of validity hereof, the parties hereto shall attempt in good faith to amicably resolve the dispute.



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Any dispute which cannot be resolved within 45 (forty-five) days as from the date such dispute has arisen shall be resolved finally and exclusively by arbitration in New Delhi, India in accordance with Arbitration & Conciliation Act, 1996. Both the parties shall mutually appoint arbitrator who would preside over the proceedings.”

3. In terms of the judgment of the Supreme Court in ***Perkins Eastman Architects DPC v. HSCC (India) Ltd***, (2020) 20 SCC 760, ***TRF Limited v. Energo Engineering Projects Ltd***, (2017) 8 SCC 377, ***Bharat Broadband Network Limited v. United Telecoms Limited.***, 2019 SCC OnLine SC 547, ***SBI General Insurance Co. Ltd. v. Krish Spinning***, 2024 INSC 532, and ***Interplay between Arbitration Agreements under the Arbitration & Conciliation Act, 1996 & the Indian Stamp Act, 1899, In re***, 2023 SCC OnLine SC 1666, there is no impediment in constituting an arbitral tribunal to adjudicate the disputes between the parties.
4. Respective counsel for the parties jointly request that an independent Sole Arbitrator be appointed to adjudicate the disputes between the parties.
5. Accordingly, at jointly prayed, Mr. Akshath Indusekhar (Mob. No. + 91 6363945239) is appointed as the Sole Arbitrator to adjudicate the disputes between the parties.
6. The respondent shall be at liberty to raise preliminary objections as regards arbitrability/jurisdiction, if any, which shall be decided by the Sole Arbitrator in accordance with law.
7. Let arbitration take place under the aegis of and as per the Rules of the Delhi International Arbitration Centre (DIAC).
8. All rights and contentions of the parties in relation to the claims/counter claims are kept open, to be decided by the learned Sole Arbitrator on merits, in accordance with law.



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9. Needless to say, nothing in this order shall be construed as an expression of opinion of this Court on the merits of the case.

10. The present petition stands disposed of in the above terms.

SACHIN DATTA, J

AUGUST 18, 2026/r