



\$~54

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

+ **ARB.P. 1852/2024**

ARNESH BIOFUELS

.....Petitioner

Through: Mr. Abhishek Kaushik and Mr. Athul
Josheph, Advocates.

versus

MECTECH PROCESS ENGINEERS PRIVATE LIMITED

.....Respondent

Through: Mr. Sandeep P. Agarwal, Sr.
Advocate, Mrs. Anurag Agarwal, Ms.
Niyati Kohli, Mr. Pratham Vir
Agarwal, Ms. Tanya Chanda,
Advocates.

CORAM:

HON'BLE MR. JUSTICE SUBRAMONIUM PRASAD

ORDER

% **25.11.2024**

I.A. 46003/2024 (Exemption)

Allowed, subject to all just exceptions.

ARB.P. 1852/2024

1. The present petition has been filed under Section 11 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 Agreement dated 06.12.2019 which was further amended on 13.01.2020.

2. Clause 12 of the Agreement dated 06.12.2019, which is an arbitration clause, reads as under:

“12. ARBITRATION PROCEEDINGS



In case of disputes between Purchaser and Seller these shall be settled as follows:

12.1 In the event of claims, disputes or differences arising in connection with the Agreement of breach thereof by one of the parties, such claims or disputes shall, if possible, be settled by mutual consultation and agreement.

12.2 Any dispute which may arise from the present agreement and which cannot be settled amicably by mutual agreement shall be settled under the provisions of the Indian Arbitration Act and shall be carried out in Delhi Arbitration will be a single arbitrator, if parties mutually agrees to one party; alternatively to two arbitrators, one to be nominated by each party to settle the dispute. Arbitration will be binding on both the parties and shall be held in accordance with the provisions of the Indian Arbitration Act.

12.3 The arbitration shall take place in Delhi, Capital of India and shall be conducted in English.

12.4 The arbitration fees shall be borne and paid by the respective parties except otherwise awarded by the Arbitration Commission.

12.5 In the course of arbitration both Parties shall continue to execute their respective obligations under the present agreement except those under arbitration.”

3. In view of the fact that disputes have arisen between the parties and the Agreement contains an arbitration clause, this Court is inclined to appoint an Arbitrator to adjudicate upon the disputes between the parties.

4. Accordingly, Mr. Ajay Kumar Mittal, Retd. Chief Justice of Madhya Pradesh High Court, (Mob. No.9780008112) is appointed as an Arbitrator to



adjudicate upon the disputes between the Parties.

5. 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.

6. The learned Arbitrator is also requested to file the requisite disclosure under Section 12(2) of the 1996 Act within a week of entering on reference.

7. 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.

8. Needless to say, nothing in this order shall be construed as an expression of this Court on the merits of the contentions of the parties.

9. The present petition stands disposed of in the above terms along with pending application(s), if any.

SUBRAMONIUM PRASAD, J

NOVEMBER 25, 2024

S. Zakir