



2025:DHC:4678



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

+ **ARB.P. 187/2025**

Date of Decision: **19.05.2025**

IN THE MATTER OF:

RAILTECH TECHNOLOGIES PVT LTD

THROUGH ITS' AUTHORIZED REPRESENTATIVE,

MR. ABHISHEK ARORA,

HAVING ITS REGISTERED/ Corporate OFFICES AT,

UNIT-II AUJLA ROAD, MANSOORWAL DONA, KAPURTHALA
PUNJAB, INDIA, 146001

.....PETITIONER

(Through: Mr. Shyam Sunder Gangwar, Adv.)

versus

UNION OF INDIA

THROUGH DEPUTY CHIEF MATERIAL MANAGER/SHELL

FOR PRINCIPAL CHIEF MATERIAL MANAGER

RAIL COACH FACTORY, CAMP OFFICE

TILAK BRIDGE, NEW DELHI-110002

.....RESPONDENT

*(Through: Mr. Amit Gupta, SPC with Mr. Vidur Dwivedi, GP,
Adv. for UOI)*

+ **ARB.P. 189/2025**

RAILFAB TECHNOLOGIES PVT LTD

THROUGH ITS' AUTHORIZED REPRESENTATIVE,

MR. SUMIT,

HAVING ITS REGISTERED/ CORPORATE OFFICES AT,

UNIT-II AUJLA ROAD, MANSOORWAL DONA, KAPURTHALA
PUNJAB, INDIA, 146001

.....PETITIONER

(Through: Mr. Shyam Sunder Gangwar, Adv.)

versus



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**UNION OF INDIA**

THROUGH DEPUTY CHIEF MATERIAL MANAGER/SHELL
FOR PRINCIPAL CHIEF MATERIAL MANAGER
RAIL COACH FACTORY, CAMP OFFICE
TILAK BRIDGE, NEW DELHI-110002

.....RESPONDENT

(Through: Mr. Puneet Yadav SPC, Mr. Ratan Prakash, GP and Mr. Gul Mohammad, Advs. for UOI)

+ **ARB.P. 190/2025****RAILTECH TECHNOLOGIES PVT LTD**

THROUGH ITS' AUTHORIZED REPRESENTATIVE,
MR. ABHISHEK ARORA,
HAVING ITS REGISTERED/ Corporate OFFICES AT,
UNIT-II AUJLA ROAD, MANSOORWAL DONA, KAPURTHALA
PUNJAB, INDIA, 146001

.....PETITIONER

(Through: Mr. Shyam Sunder Gangwar, Adv.)

versus

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THROUGH DEPUTY CHIEF MATERIAL MANAGER/SHELL
FOR PRINCIPAL CHIEF MATERIAL MANAGER
RAIL COACH FACTORY, CAMP OFFICE
TILAK BRIDGE, NEW DELHI-110002

.....RESPONDENT

(Through: Ms. Sangita Malhotra, SPC, with Mr. Kapil Dev Yadav, GP and Ms. Urvashi Rajput, Advs.)

HON'BLE MR. JUSTICE PURUSHAINDRA KUMAR KAURAV**JUDGEMENT****PURUSHAINDRA KUMAR KAURAV, J. (ORAL)**

The instant petitions are filed under Section 11(6) of the Arbitration and Conciliation Act, 1996 (1996 Act), seeking the appointment of an



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Arbitrator. For the sake of convenience, the pertinent facts of all these petitions are considered as under:-

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2. In this petition, the petitioner herein i.e., Railtech Technologies Pvt. Ltd. is a private limited company incorporated under the Indian Companies Act 1956, having its registered office at Unit-II, Aujla Road, Mansoorwal Dona, Kapurthala, Punjab-144601. Established in 1990, the petitioner is engaged in the manufacturing of sheet metal fabricated components specifically for Railway Passenger Coaches for the Indian Railways. The Respondent herein is the Union of India, acting through the General Manager's Office at Kapurthala.

3. On 23.01.2023, a tender was floated by the respondent for the supply of an item namely "END WALL ASSEMBLY" for various coaches with various drawings and the petitioner participated in the same. Thereafter, on 11.05.2023, the respondent awarded the tender *vide* purchase order to the petitioner. Subsequently, the delivery schedule was fixed; however, due to certain exigencies, the same could not be adhered to. In furtherance of the same, the petitioner requested to amend the purchase order as well as to re-fix the delivery period. The respondent issued the modification advice regarding material to be supplied, however, ignored the request for re-fixation of the delivery period of Lot 1. Subsequently, on 05.09.2023, the respondent issued the Modification advice/cancellation Advice of Lot 1 quantity of the purchase order due to failure in supply of the goods.

4. Consequently, on 20.09.2023, the petitioner again requested the respondent to withdraw the cancellation Advice and also invoked the



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arbitration clause under the agreement. Since the respondent did not reply to the said notice, the petitioner approached this Court under Section 11(6) of the 1996 Act to appoint the sole arbitrator.

ARB.P. 189/2025

5. The facts of the case in this petition would indicate that the petitioner herein i.e., the Railfab Technologies Pvt. Ltd. participated in a tender issued by the respondent on 22nd November 2021 for the supply of “Roof Arch for Various Coaches”. The respondent awarded the contract through a Purchase Order dated 2nd February 2022 for Lot No. 1, comprising 3,092 sets, with a delivery schedule starting from 1st March 2022 and ending on 25th May 2022. However, the petitioner states that the respondent unilaterally advanced the delivery date to 7th February 2022 without formal amendment or discussion. Subsequently, on 21st June 2022, the respondent issued a Modification/Cancellation Advice cancelling the entire Lot No. 1 and simultaneously issued a recovery notice demanding Rs. 4,92,555.60/- as general damages under Clause 0702 of the Indian Railways Standard (IRS) Conditions of Contract, 1970. The petitioner objected to the legality of this recovery, contending that Clause 0702 does not authorise such unilateral damages and that the IRS Conditions had not even been shared prior to execution of the contract.

6. The petitioner further states that despite several written requests, starting from 11th August 2022 and continuing through 14th August 2022, for withdrawal of the cancellation and recovery notice, the respondent did not respond meaningfully. Instead, on 30th September 2022, the respondent enhanced the quantity for the same Lot No. 1, which had previously been



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cancelled and simultaneously continued to enforce recovery of damages. A final legal notice was sent by the petitioner through its counsel on 23rd October 2024, requesting the appointment of an arbitral tribunal under the applicable contract clauses. The respondent acknowledged the notice on 24th October 2024 but failed to take any further action. In view of aforesaid, the petitioner now seeks appointment of a sole arbitrator under Section 11 of the 1996 Act. The total claim amount sought by the petitioner is Rs. 22,69,588/-.

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7. The facts of the case in this petition would indicate that the petitioner herein i.e., Railtech Technologies Pvt. Ltd. participated in a tender issued by the respondent on 22nd October 2021 for the supply of “Under frame Complete for LHB AC 3 Tier (EOG) Coaches and with Supporting Member for LHB AC 2 Tier Coaches”. The respondent awarded the said tender *via* Purchase Order dated 10th February 2022 and the delivery period scheduled from 11th February 2022 to 30th November 2022. The petitioner states that the respondent repeatedly modified the contract terms, including changing delivery timelines and enhancing quantities (e.g., increasing the lot to 25 sets and issuing design change advisories). The respondent also altered the delivery deadline from 30th June 2022 to 31st May 2022, which the petitioner accepted. However, despite multiple requests made by the petitioner from 3rd June to 11th July 2022 for further extensions due to continued design changes, however, the respondent allegedly failed to respond and instead cancelled the remaining 10 sets on 14th July 2022, citing non-supply, and issued a recovery notice for general damages at the rate of 10%.



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8. On 14th July 2022, the petitioner requested to withdraw cancellation advice and contends that this cancellation was arbitrary and in breach of contractual obligations, especially in light of pending requests for delivery period extensions and the design changes imposed by the respondent.

9. Consequently, on 10.08.2022 the petitioner invoked the arbitration clause i.e., Clause 2900 of the IRS Conditions of Contract and sought appointment of an arbitral tribunal, which the respondent failed to respond. In view of aforesaid, the petitioner has, therefore, filed the present petition seeking the appointment of a sole arbitrator under Section 11 of the 1996 Act, claiming a total amount of Rs. 1,08,25,251/-, which includes costs of raw materials, labour, interest, legal expenses, and refund of the security deposit.

10. Learned counsel appearing for the respondents opposes the appointment of the arbitrator; however, they do not deny the existence of the arbitration agreement.

11. I have heard for learned counsel appearing for the parties and perused the record.

12. A perusal of the above petitions reveals that in two of the petitions being ARB.P. 190/2025 and ARB.P. 187/2025, the parties are same and disputes also arose out of similar factual matrices involving alleged unilateral cancellation of purchase orders, imposition of recovery notices under Clause 0702 of the IRS Conditions, and failure to appoint an arbitrator as required under Clause 2900 of the contract. Furthermore, in ARB.P. 189/2025 though the petitioner is different but having the same registered



office at Unit-II, Aujla Road, Mansoorwal Dona, Kapurthala, Punjab-144601.

13. In ***P.R. Shah, Shares & Stock Broker (P) Ltd. v. B.H.H. Securities (P) Ltd***¹, the Supreme Court held that where a common relief is sought against parties who are jointly and severally liable, joint arbitration is legally permissible notwithstanding the existence of separate arbitration agreements. It was also held that where Party A has entered into two distinct arbitration agreements, one with Party B and another with Party C, in respect of the same subject matter or claim, and where the liability of B and C is alleged to be joint and several, Party A is entitled to initiate a composite arbitration proceeding against both B and C. The Court held that the mere fact that the arbitration agreements are not identical or arise from different contracts cannot, by itself, defeat the maintainability of a consolidated arbitration. It was reiterated by the Court that to deny such joint arbitration solely on the ground of the separateness of the agreements would result in multiplicity of proceedings, risk of conflicting awards, and manifest injustice

14. At this juncture, reference can be made to the decision of this Court in the case of ***Gammon India Ltd. v. National Highways Authority***² wherein the Court considered the detrimental effect of appointing multiple arbitrators. The Court held that multiple arbitrations before different Arbitral Tribunals in respect of the same contract are bound to lead to enormous confusion. The Court noted that in multiple arbitrations can be of various categories *inter alia* that arbitrations and proceedings arising out of identical

¹(2012) 1 SCC 594

² 2020 SCC OnLine Del 659



or similar contracts between one set of entities, wherein the other entity is common. The relevant extracts of the said decision read as under:-

28. Multiple arbitrations before different Arbitral Tribunals in respect of the same contract is bound to lead to enormous confusion. The constitution of multiple Tribunals in respect of the same contract would set the entire arbitration process at naught, as the purpose of arbitration being speedy resolution of disputes, constitution of multiple tribunals is inherently counter-productive.

29. Typically, in construction contracts, the claims may be multiple in number but the underlying disputes about breach, delays, termination etc., would form the core of the disputes for almost all claims. As is seen in the present case, parties have invoked arbitration thrice, raising various claims before three different Tribunals which have rendered three separate Awards. Considering that a previously appointed Tribunal was already seized of the disputes between the parties under the same contract, the constitution of three different Tribunals was unwarranted and inexplicable. A situation where multiple Arbitral Tribunals parallelly adjudicate different claims arising between the same parties under the same contract, especially raising overlapping issues, is clearly to be avoided.

30. Multiple arbitrations can be of various categories:

(i) Arbitrations and proceedings between the same parties under the same contract.

(ii) Arbitrations and proceedings between the same parties arising from a set of contracts constituting one series, which bind them in a single legal relationship.

(iii) Arbitrations and proceedings arising out of identical or similar contracts between one set of entities, wherein the other entity is common.

31. In Category (i) cases seeking a second reference under Section 11 of the Arbitration and Conciliation Act, 1996 for adjudication of disputes, the Supreme Court and High Courts have referred disputes between the same parties arising under the same contract, to arbitration. In *Indian Oil Corporation v. SPS Engg Co. Ltd.*¹, a claim relating to risk-execution of balance work, which was not referred to the first Tribunal, was referred to arbitration. Similar is the position in *Sam India Built Well (P) Ltd. v. UOI* [Arb. P. 106/17, decided on 8th September, 2017]; *Parsvnath Developers Limited v. Rail Land Development Authority* [Arb. P. 724/18, decided on 31st October, 2018]; *Parsvnath Developers Limited v. Rail Land Development Authority* [Arb. P. 710/19, decided on 19th May, 2020].

32. In a set of petitions involving several caterers and the Indian Railway Catering & Tourism Corporation Limited² (IRCTC cases)



involving 25 petitions which fell in category (iii) above, the Delhi High Court recently appointed a single arbitrator to adjudicate the disputes.

35. It is the settled position in law that the principles of res judicata apply to arbitral proceedings⁴. The observations of the Supreme Court in *Dolphin* (supra) also clearly show that principles akin to Order II Rule 2 CPC also apply to arbitral proceedings. The issue as to whether any claims are barred under Order II Rule 2 CPC or whether any claim is barred by res judicata is to be adjudicated by the arbitral tribunal and not by the Court⁵. Keeping in mind the broad principles which are encapsulated in Order II Rule 2 CPC, as also Section 10 and Section 11 of the CPC, which would by itself be inherent to the public policy of adjudication processes in India, it would be impermissible to allow claims to be raised at any stage and referred to multiple Arbitral Tribunals, sometimes resulting in multiplicity of proceedings as also contradictory awards. Thus, this Court is of the considered opinion that:

i. In respect of a particular contract or a series of contracts that bind the parties in a legal relationship, the endeavour always ought to be to make one reference to one Arbitral Tribunal. The solution proposed by the Supreme Court (Aftab Alam, J.) in paragraph 9 of *Dolphin* (supra) i.e., to draft arbitration clauses in a manner so as to ensure that claims are referred at one go and none of the claims are barred by limitation, may be borne in mind. The said observation in *Dolphin* (supra) reads:

“9. The issue of financial burden caused by the arbitration proceedings is indeed a legitimate concern but the problem can only be remedied by suitably amending the arbitration clause. In future agreements, the arbitration clause can be recast making it clear that **the remedy of arbitration can be taken recourse to only once at the conclusion of the work under the agreement or at the termination/cancellation of the agreement** and at the same time expressly saving any disputes/claims from becoming stale or time-barred etc. and for that reason alone being rendered non-arbitrable.”

ii. If under a contract, disputes have arisen and the arbitration clause is to be invoked, at different stages, the party invoking arbitration ought to raise all the claims that have already arisen on the date of invocation for reference to arbitration. It would not be permissible for the party to refer only some disputes that have arisen and not all. If a dispute and a claim thereunder has arisen as on the date of invocation and is not mentioned, either in the invocation letter or in the terms of reference, such claim ought to be held as being barred/waived, unless permitted to be raised by the Arbitral Tribunal for any legally justifiable/sustainable reasons.

iii. If an Arbitral Tribunal is constituted for adjudicating some disputes



under a particular contract or a series thereof, any further disputes which arise in respect of the same contract or the same series of contracts, ought to ordinarily be referred to the same Tribunal. The Arbitral Tribunal may pronounce separate awards in respect of the multiple references, however, since the Tribunal would be the same, the possibility of contradictory and irreconcilable findings would be avoided.

iv. In cases belonging to Category (iii) involving different parties and the same organisation, where common/overlapping issues arise, an endeavor could be made as in the IRCTC cases (supra) to constitute the same Tribunal. If that is however not found feasible, at least challenges to the Awards rendered could be heard together, if they are pending in the same Court.

v. At the time of filing of petitions under Section 11 or Section 34 or any other provision of the Arbitration and Conciliation Act, 1996, specific disclosure ought to be made by parties as to the number of arbitration references, Arbitral Tribunals or court proceedings pending or adjudicated in respect of the same contract and if so, the stage of the said proceedings.

vi. If there are multiple challenges pending in respect of awards arising out of the same contract, parties ought to bring the same to the notice of the Court adjudicating a particular challenge so that all the challenges can be adjudicated comprehensively at one go. This would ensure avoiding a situation as has arisen in the present case where Award Nos. 1 and 3 have attained finality and the challenge to Award No. 2 continued to remain pending.”

15. The Court noted that in the case of ARB.P. 745/2019 & Ors titled as ***M/s Satyam Caterers Pvt. Ltd v. Indian Railway Catering and Tourism Corporation Limited (IRCTC)***, whereby, though the contract was between different caterers and Indian Railway Catering & Tourism Corporation Limited (IRCTC cases) involving 25 petitions, this Court has appointed sole arbitrator under Section 11(6) of the 1996 Act.

16. The Court also noted that in such cases the Arbitral Tribunal may pronounce separate Award *qua* different agreements however, since the Tribunal would be the same, the possibility of contradictory and irreconcilable findings would be avoided. Furthermore, the Court held that



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in cases involving different parties and the same organisation, where common/overlapping issues arise, an endeavour could be made to constitute the same Tribunal

17. In view of aforesaid, given that the core issues in all petitions involve similar allegations of contractual breach, wrongful cancellation, recovery notices, and interpretation of standard clauses under the IRS Conditions, the Court is of the opinion that it would be appropriate and efficient to appoint a single arbitrator for adjudication of all three matters. Such consolidation would serve the ends of justice, ensure consistency in findings, and avoid multiplicity of proceedings.

18. The arbitration clause under the Indian Railway Conditions of Contract reads as under:-

“Clause 2900 – Arbitration:

“In the event of any question, dispute or difference arising under these conditions or any special conditions of contract or in connection with this contract (except as to any matters the decision of which is specially provided for by these or the special conditions), the same shall be referred to the sole arbitration of a Gazetted Railway Officer appointed to be the arbitrator, by the General Manager in the case of contracts entered into by the Zonal Railways and Production Units; by any member of the Railway Board, in the case of contracts entered into by the Railway Board; and by the Head of the organisation in respect of contracts entered into by the other Organizations under the Ministry of Railways. The Gazetted Railway Officer to be appointed as arbitrator, however, will not be one of those who had an opportunity to deal with the matters to which the contract relates or who in the course of their duties as a railway servant has expressed views on all or any of the matters under dispute or difference. The award of the arbitrator shall be final and binding on the parties to this contract.”

19. The law with respect to the scope and standard of judicial scrutiny under Section 11(6) of the 1996 Act has been fairly well settled. This Court as well in the order dated 24.04.2025 in case of ARB.P. 145/2025 titled as



Pradhaan Air Express Pvt .Ltd v. Air Works India Engineering Pvt. Ltd

has extensively dealt with the scope of interference at the stage of Section

11. The Court held as under:-

“9. The law with respect to the scope and standard of judicial scrutiny under Section 11(6) of the 1996 Act has been fairly well settled. The Supreme Court in the case of **SBI General Insurance Co. Ltd. v. Krish Spinning**³, while considering all earlier pronouncements including the Constitutional Bench decision of seven judges in the case of **Interplay between Arbitration Agreements under the Arbitration & Conciliation Act, 1996 & the Indian Stamp Act, 1899, In re**⁴ has held that scope of inquiry at the stage of appointment of an Arbitrator is limited to the extent of prima facie existence of the arbitration agreement and nothing else.

10. It has unequivocally been held in paragraph no.114 in the case of **SBI General Insurance Co. Ltd** that observations made in **Vidya Drolia v. Durga Trading Corpn.**⁵, and adopted in **NTPC Ltd. v. SPML Infra Ltd.**⁶ that the jurisdiction of the referral court when dealing with the issue of “accord and satisfaction” under Section 11 extends to weeding out ex-facie non-arbitrable and frivolous disputes would not apply after the decision of **Re: Interplay**. The abovenoted paragraph no.114 in the case of **SBI General Insurance Co. Ltd** reads as under:-

“114. In view of the observations made by this Court in **In Re: Interplay** (supra), it is clear that the scope of enquiry at the stage of appointment of arbitrator is limited to the scrutiny of prima facie existence of the arbitration agreement, and nothing else. For this reason, we find it difficult to hold that the observations made in **Vidya Drolia** (supra) and adopted in **NTPC v. SPML** (supra) that the jurisdiction of the referral court when dealing with the issue of “accord and satisfaction” under Section 11 extends to weeding out ex-facie non-arbitrable and frivolous disputes would continue to apply despite the subsequent decision in **In Re: Interplay** (supra).”

11. Ex-facie frivolity and dishonesty are the issues, which have been held to be within the scope of the Arbitral Tribunal which is equally capable of deciding upon the appreciation of evidence adduced by the

³ 2024 SCC OnLine SC 1754

⁴ 2023 SCC OnLine SC 1666.

⁵ (2021) 2 SCC 1.

⁶ (2023) 9 SCC 385.



parties. While considering the aforesaid pronouncements of the Supreme Court, the Supreme Court in the case of **Goqii Technologies (P) Ltd. v. Sokrati Technologies (P) Ltd.**⁷, however, has held that the referral Courts under Section 11 must not be misused by one party in order to force other parties to the arbitration agreement to participate in a time-consuming and costly arbitration process. Few instances have been delineated such as, the adjudication of a non-existent and malafide claim through arbitration. The Court, however, in order to balance the limited scope of judicial interference of the referral Court with the interest of the parties who might be constrained to participate in the arbitration proceedings, has held that the Arbitral Tribunal eventually may direct that the costs of the arbitration shall be borne by the party which the Arbitral Tribunal finds to have abused the process of law and caused unnecessary harassment to the other parties to the arbitration.

12. It is thus seen that the Supreme Court has deferred the adjudication of aspects relating to frivolous, non-existent and malafide claims from the referral stage till the arbitration proceedings eventually come to an end. The relevant extracts of **Goqii Technologies (P) Ltd.** reads as under:-

“20. As observed in Krish Spg. [SBI General Insurance Co. Ltd. v. Krish Spg., (2024) 12 SCC 1 : 2024 SCC OnLine SC 1754 : 2024 INSC 532] , frivolity in litigation too is an aspect which the referral court should not decide at the stage of Section 11 as the arbitrator is equally, if not more, competent to adjudicate the same.

21. Before we conclude, we must clarify that the limited jurisdiction of the referral courts under Section 11 must not be misused by parties in order to force other parties to the arbitration agreement to participate in a time consuming and costly arbitration process. This is possible in instances, including but not limited to, where the claimant canvasses the adjudication of non-existent and mala fide claims through arbitration.

22. With a view to balance the limited scope of judicial interference of the referral courts with the interests of the parties who might be constrained to participate in the arbitration proceedings, the Arbitral Tribunal may direct that the costs of the arbitration shall be borne by the party which the Tribunal ultimately finds to have abused the process of law and caused unnecessary harassment to the other party to

⁷ (2025) 2 SCC 192



the arbitration. Having said that, it is clarified that the aforesaid is not to be construed as a determination of the merits of the matter before us, which the Arbitral Tribunal will rightfully be equipped to determine.”

13. In view of the aforesaid, the scope at the stage of Section 11 proceedings is akin to the eye of the needle test and is limited to the extent of finding a *prima facie* existence of the arbitration agreement and nothing beyond it. The jurisdictional contours of the referral Court, as meticulously delineated under the 1996 Act and further crystallised through a consistent line of authoritative pronouncements by the Supreme Court, are unequivocally confined to a *prima facie* examination of the existence of an arbitration agreement. These boundaries are not merely procedural safeguards but fundamental to upholding the autonomy of the arbitral process. Any transgression beyond this limited judicial threshold would not only contravene the legislative intent enshrined in Section 8 and Section 11 of the 1996 Act but also risk undermining the sanctity and efficiency of arbitration as a preferred mode of dispute resolution. The referral Court must, therefore, exercise restraint and refrain from venturing into the merits of the dispute or adjudicating issues that fall squarely within the jurisdictional domain of the arbitral tribunal. It is thus seen that the scope of enquiry at the referral stage is conservative in nature. A similar view has also been expressed by the Supreme Court in the case of **Ajay Madhusudan Patel v. Jyotrindra S. Patel**⁸.

20. In view of the fact that disputes have arisen between the parties and there is an arbitration clause in the contract, this Court is inclined to appoint an Arbitrator to adjudicate upon the same.

21. Accordingly, Mr. Justice Ajay Kumar Mittal (Former Chief Justice of Madhya Pradesh High Court and Meghalaya High Court) (Mobile No. +91-9780008112, e-mail id: ak.mittal58@gmail.com) is appointed as the sole Arbitrator.

22. The Sole Arbitrator may proceed with the arbitration proceedings, subject to furnishing to the parties, requisite disclosures as required under Section 12 of the 1996 Act.

⁸ (2025) 2 SCC 147.



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23. The Sole Arbitrator shall be entitled to a fee in accordance with the IVth Schedule of the 1996 Act, or as may otherwise be agreed to between the parties and the learned Sole Arbitrator.
24. The parties shall share the arbitrator's fee and arbitral cost, equally.
25. All rights and contentions of the parties in relation to the claims/counterclaims are kept open, to be decided by the Sole Arbitrator on their merits, in accordance with law.
26. Needless to say, nothing in this order shall be construed as an expression of opinion of this Court on the merits of the controversy between the parties. Let the copy of the said order be sent to the Arbitrator through the electronic mode as well.
27. Accordingly, the instant petition stands disposed of.

PURUSHAINDR KUMAR KAURAV, J

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