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

+ **ARB.P. 319/2025**

**AGRISTO MASA PVT LTD**

.....Petitioner

Through:

versus

**HARSHIT TYAGI**

.....Respondent

Through: Ms. Anushruti, Adv.

**CORAM:**

**HON'BLE MR. JUSTICE JASMEET SINGH**

**ORDER**

**06.05.2025**

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1. This is a petition under Section 11 of the Arbitration and Conciliation Act, seeking appointment of an Arbitrator.
2. The petitioner and the respondent executed Farming Agreement, wherein the petitioner was to provide raw material and equipment to the respondent, in exchange of which, the respondent was to cultivate potatoes on an area of 20 hectare of land and supply the entire produce to the petitioner.
3. As per the petitioner, the petitioner fulfilled its obligations, but the respondent did not supply the produce to the petitioner.
4. Since there were disputes, the petitioner invoked arbitration and thereafter, the parties entered into a Settlement Agreement on 11.11.2024, wherein the respondent agreed to pay Rs.6,00,000/- to the petitioner in *four* un-equal instalments.



5. The Settlement Agreement contains arbitration clause, being Clause No.4, which reads as under:

***“4. Dispute Resolution***

*Any dispute arising out of or in connection with this Agreement shall under the exclusive jurisdiction of the courts of Delhi and shall be settled by Arbitration. Seat of Arbitration will be Delhi.”*

6. Since the respondent failed to comply, the petitioner invoked arbitration vide Legal Notice dated 25.11.2024 and thereafter, filed the present petition.
7. Ms. Anushruti, learned counsel appears for the respondent and states that she has no objection to the appointment of an Arbitrator as long as her legal rights are left open.
8. For the said reasons, the petition is allowed and the following directions are issued:-
- i) Mr. Dhananjai Kaushal, Advocate (Mob. No. 9599480560) is appointed as a Sole Arbitrator to adjudicate the disputes between the parties.
  - ii) The arbitration will be held under the aegis and rules of the Delhi International Arbitration Centre, Delhi High Court, Sher Shah Road, New Delhi (hereinafter, referred to as the ‘DIAC’).
  - iii) The remuneration of the learned Arbitrator shall be in terms of DIAC (Administrative Cost and Arbitrators’ Fees) Rules, 2018.
  - iv) The learned Arbitrator is requested to furnish a declaration in



terms of Section 12 of the Act prior to entering into the reference.

- v) It is made clear that all the rights and contentions of the parties, including as to the arbitrability of any of the claim, any other preliminary objection, as well as claims/counter-claims and merits of the dispute of either of the parties, are left open for adjudication by the learned arbitrator.
- vi) The parties shall approach the learned Arbitrator within two weeks from today.

9. The present petition is disposed of in the aforesaid terms.

**JASMEET SINGH, J**

**MAY 6, 2025/pk**

*Click here to check corrigendum, if any*