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IN THE HIGH COURT OF DELHI AT NEW DELHI

Date of decision: 18.02.2026

+ O.M.P.(I) (COMM.) 88/2025 & I.A. 786/2026 (Filed on behalf of the petitioner for recall of the order dt. 16.12.2025)

NSSL PVT. LTD.

.....Petitioner

Through: Mr. Chandra Shekhar Yadav,
Mr. Arun Kumar Sinha and Mr.
Astitva Srivastava, Advs.

versus

INDIAN OIL CORPORATION LTD.

.....Respondent

Through: Mr. Amit Meharia, Ms.
Tannishtha Singh & Mr. Vibhor
Victor, Advs.

CORAM:

**HON'BLE MR. JUSTICE HARISH VAIDYANATHAN
SHANKAR**

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JUDGEMENT (ORAL)

HARISH VAIDYANATHAN SHANKAR, J.

1. The present petition, filed under Section 9 of the Arbitration and Conciliation Act, 1996, seeks the following reliefs:

- “(a) Staying the operation of Termination Letter dated 17.12.2024 issued by the Respondent to the Applicant;
- (b) Restrain the Respondent from executing or in any manner taking any steps in pursuance to the Purchase Order Contract No. GEMC 511687785529431 on 04.02.2025 in favour of Microfinish Valves Pvt. Ltd.;
- (c) Stay the operation of the Letter dated 13.02.2025 issued by the Respondent No.1 to the Applicant;
- (d) confirm the prayers (a), (b) & (c) after hearing the parties;
- (e) Award the cost of present proceedings in favour of the Applicant and against the Respondent; and/or
- (f) Pass any other or further direction which may be deemed necessary in the facts and circumstances of the case and the interest of justice.”

Signature Not Verified

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By: HARVINDER KAUR
BHATIA
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2. At the outset, learned counsel appearing for the Petitioner requested that the matter may be referred to arbitration.
3. The said request has put across to the learned counsel for the Respondent, and the matter came to be passed over for the purpose of enabling the learned counsel to seek necessary instructions from the Respondent.
4. The matter was taken up thereafter at approximately 01:25 PM and the learned counsel for the Respondent graciously submitted that her client has no objection to the matter being referred to arbitration by a Sole Arbitrator.
5. The material on record indicates that clause 36 of the General Conditions of Purchase, which forms a part of the National e-Tender dated 30.08.2022, contains an Arbitration clause for determination of any dispute or difference arising between the parties which is reproduced hereunder:

“Arbitration

36.1.1. In the event of any dispute or difference arising out of a Notified Claim of the VENDOR and any dispute arising out of an amount claimed by the OWNER against the VENDOR, be referred to the arbitration by an Arbitral Tribunal comprised of 3 arbitrators selected in accordance with the provisions of the Arbitration & Conciliation Act, 1996. The provisions of the Arbitration & Conciliation Act, 1996 and all statutory reenactments and modification thereof and the rules made there under shall apply to all such arbitrations or any statutory modifications or re-enactment thereof and rules framed there under from time to time shall apply to such arbitration.

36.1.2 It is specifically agreed that the OWNER may prefer its Claim(s) against the VENDOR as counter claim(s). The VENDOR shall not, however, be entitled to raise as a set-off, defence or counter-claim any claim which is not a Notified Claim included in the VENDOR'S Final Bill. The Venue of the arbitration shall be (.....) or New Delhi, India provided that arbitrators with the consent of the owner and the vendor may agree upon any other venue. Venues other than New Delhi, India would be London or



Singapore. Laws of India only would be applicable. Arbitrator shall give his award separately in respect of each claim and counter claim and shall not be entitled to review any decision opinion or determination (however expressed) which is stated to be final and /or binding on vendor in terms of contract documents.”

6. Learned counsel appearing for the parties submit that the Notice filed under Section 21 of the Act, dated 08.04.2025, has already been issued.
7. In view thereof, this Court is of the view that the matter may be referred to arbitration for the purpose of resolution of disputes as between the parties.
8. The material on record indicates that the value of the disputes is stated to be approximately 10 crore.
9. Accordingly, in terms of the request made by both the parties, **Mr. Davinder Singh, Senior Advocate, (Mobile No. 9810039326),** is appointed as the sole Arbitrator.
10. The arbitration would take place under the aegis of the Delhi International Arbitration Centre (DIAC).
11. The learned Sole Arbitrator may proceed with the arbitration proceedings, subject to furnishing to the parties the requisite disclosures as required under Section 12(2) of the Act within a week of entering of reference.
12. The learned Sole Arbitrator shall be entitled to fees in accordance with the Fourth Schedule of the Act or as may otherwise be agreed to between the parties and the learned Sole Arbitrator.
13. The parties shall share the learned Sole Arbitrator’s fee and arbitral costs equally.
14. 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.

15. The Registry is directed to send a receipt of this order to the learned arbitrator through all permissible modes, including through e-mail.

16. 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.

17. Accordingly, the present Petition, along with pending application(s), is disposed of in the aforesaid terms.

HARISH VAIDYANATHAN SHANKAR, J.
FEBRUARY 18, 2026/ v/her

Signature Not Verified

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By: HARVINDER KAUR
BHATIA
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