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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**
+ **ARB.P. 640/2025**
ECOWARE SOLUTION PRIVATE LIMITED

.....Petitioner

Through: Mr. Ashutosh Kumar Tiwari,
Advocate

versus

INDRAPRASTHA GAS PRIVATE LIMITED

.....Respondent

Through:

CORAM:
HON'BLE MR. JUSTICE JASMEET SINGH

ORDER

18.07.2025

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5. This is a petition filed under Section 11 of the Arbitration and Conciliation Act, 1996 seeking appointment of an Arbitrator for adjudication of disputes between the parties arising out of a Gas Sales Agreement dated 15.05.2019 for supply of natural gas (PNG).
6. The agreement contains the arbitration clause being clause 15.3 which reads as under:-

“15.3 In the event, no amicable resolution or settlement is reached within a period of 30 days from the date on which dispute difference arose (in writing), such dispute or difference shall be settled by referring the same to Arbitration in accordance with the provisions of The Arbitration and Conciliation Act, 1996 or any statutory amendment/modification thereof. On invocation of the Arbitration clause by either Party, IGL may suggest a panel of three independent and distinguished persons and inform, the



same to the other party, other party to select anyone among them to act as the sole arbitrator. In the event of failure of the other party to select the sole arbitrator within 30 days from the receipt of the communication suggesting the panel of arbitrators, the right of selection of sole arbitrator by the other party shall stand forfeited and IGL shall have right to proceed with the appointment of the sole arbitrator. In such case, the decision of IGL on the appointment of Sole Arbitrator shall be final and binding on the parties. The Parties to the dispute will share equally the cost of arbitration as intimated by the arbitrator.”

7. The agreement expired on 01.01.2024.
8. Since there were disputes between the parties, the petitioner invoked arbitration *vide* legal notice dated 23.12.2024 and thereafter filed the present petition.
9. Mr. Mishra, learned counsel for the respondent has no objection to appointment of the arbitrator.
10. I am satisfied that there is an arbitration clause and there are disputes between the parties.
11. For the said reasons, the petition is allowed and the following directions are issued:-
 - i) 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’).
 - ii) DIAC will appoint an Arbitrator out of the Panel of the Advocates maintained by 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.
12. The present petition is disposed of in the aforesaid terms.

JULY 18, 2025 / (MS)

JASMEET SINGH, J