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IN THE HIGH COURT OF DELHI AT NEW DELHI

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ARB.P. 738/2025

STEMZTECH INDUSTRIES PRIVATE LIMITEDPetitioner

Through: Ms. Angelika Awasthi, Advocate.
versus

M/S FERRO INDUSTRIESRespondent

Through: Mr. Vivek Nasa, Advocate.

CORAM:

HON'BLE MS. JUSTICE JYOTI SINGH

ORDER

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14.08.2025

1. This petition is filed on behalf of the Petitioner under Section 11(6) of Arbitration and Conciliation Act, 1996 ('1996 Act') seeking appointment of a Sole Arbitrator to adjudicate the disputes between the parties.
2. As pleaded in the petition, case of the Petitioner is that pursuant to negotiations between the parties, Petitioner issued Purchase Orders in favour of the Respondent on 10.03.2023. On 20.03.2023, two separate Purchase Agreements were executed between the parties and on 15.07.2024, Petitioner verbally communicated readiness of the site to the Respondent. On 30.07.2024, Petitioner requested for expedited delivery of the machines. By letter dated 31.07.2024, Respondent intimated the Petitioner that first trial run of the Narrow Machine will be completed by 16th or 17th August, 2024.
3. It is averred that considering the substantive delay, parties revisited the timelines on 04.08.2024, however, despite extension of timelines, Respondent missed the initial installation deadlines. On 21.08.2024, Petitioner wrote to the Respondent highlighting slow progress of work followed by letters in September, 2024 informing the Respondent that



further delays were unaffordable. Legal notice was sent by the Petitioner on 18.09.2024 demanding completion of outstanding deliveries, but to no avail and on 22.10.2024, Petitioner issued notice invoking Arbitration Clause 17 and proposing the name of its Arbitrator. Respondent failed to act within 30 days from the date of receipt of notice and present petition was filed by the Petitioner thereafter.

4. Mr. Vivek Nasa, learned counsel enters appearance on behalf of the Respondent and on instructions, does not dispute the existence of arbitration agreement between the parties and consequently submits that this Court may appoint a Sole Arbitrator.

5. As the arbitration agreement is undisputed between the parties, in light of the judgment of the Supreme Court in ***SBI General Insurance Co. Ltd. v. Krish Spinning, 2024 SCC OnLine SC 1754*** and with the consent of the parties, Mr. Sriharsha Peechara, Advocate (Mobile No.9717466788), is appointed as the Sole Arbitrator to adjudicate the disputes between the parties. Fee of the Arbitrator shall be fixed as per Fourth Schedule of 1996 Act.

6. Learned Arbitrator shall give disclosure under Section 12 of the 1996 Act before entering upon reference.

7. It is made clear that this Court has not expressed any opinion on the merits of the case and all rights and contentions of the respective parties are left open.

8. Petition is disposed of in the aforesaid terms.

JYOTI SINGH, J

AUGUST 14, 2025/S.Sharma