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\* **IN THE HIGH COURT OF DELHI AT NEW DELHI**  
+ **ARB.P. 736/2025**

**M/S TRIMBEKSHWAR AGRO  
INDUSTRIES PVT LTD**

.....Petitioner

Through: Mr. Purushartha Singh, Advocate.  
versus

**NATIONAL FERTILIZER LIMITED THROUGH ITS  
CHAIRMAN AND MANAGING DIRECTOR** .....Respondent

Through: Mr. Deepak Khurana, Mr. Bhaskar and  
Mr. Shaurya Nirwal, Advocates.

**CORAM:**

**HON'BLE MR. JUSTICE AMIT BANSAL**

**ORDER**

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**11.09.2025**

1. Mr. Deepak Khurana, counsel appearing on behalf of the respondent submits that the respondent has no objection to the parties being referred for arbitration.
2. However, it is submitted that the reference of arbitration has to be in terms of arbitration clause, contained in the Agreement dated 9<sup>th</sup> June, 2023 between the petitioner and the respondent.
3. Copy of the same has been handed-over in Court.
- 3.1. The same is directed to be taken on record.
4. Clause 12 of the said Agreement contains the Arbitration clause, which is set out below:



Except where otherwise provided in the contract all matters, disputes or differences whatsoever, which shall at any time arise between the parties hereto, touching the construction, meaning, operation or effect of the contract or out of the matters relating to the contract or breach thereof, or the respective rights or liabilities of the parties, whether during or after completion of work or before or after termination shall after written notice by either party to the contract be referred to Chairman & managing Director, National Fertilizers Limited for appointment of Arbitrator.

The Arbitration proceeding shall be governed by the Arbitration & Conciliation Act, 1996, The Arbitration & Conciliation Act 2015) or any further statutory modification or re-enactment thereof and the rules made thereunder.

If the arbitrator to whom matter is referred, vacates his /her office by any reason whatsoever then the next arbitrator so appointed by the authority referred above may start the proceeding from his predecessor left or at any such stage he may deem fit.

It is agreed by and between the parties that in case a reference is made to the Arbitrator or the Arbitral Tribunal for the purpose of resolving the disputes/differences arising or the contract by and between the parties hereto, the Arbitrator or the Arbitral Tribunal shall not award interest on the awarded amount more than the rate SBI PLR/Base Rate applicable to NFL on date of award of contract.

All disputes or differences, whatsoever, arising between the parties out of or relating to the construction meaning and operation or effect of this contract or the breach thereof shall be referred to the Sole Arbitrator to be appointed by the Chairman and Managing Director of NFL in accordance with the Arbitration and Conciliation Act 1996 or any statutory modification or co-enactment thereof and the rules made there under. The venue of Arbitration shall be Delhi / New Delhi.

5. Accordingly, the dispute between the parties under the said Agreement is referred to the Arbitral Tribunal comprising of a Sole Arbitrator. The following directions are issued in this regard:

- a. Ms. Arzoo Khattar (Mobile No.: +91-99998-32429) is appointed as a Sole Arbitrator to adjudicate the disputes between the parties.
- b. The Arbitrator shall be entitled to fees as per the Fourth Schedule of the Arbitration and Conciliation Act, 1996 (hereinafter “the Act”).
- c. The Arbitrator is also requested to furnish a declaration in terms of Section 12 of the Act prior to entering into the reference. In the event there is any impediment to the Arbitrator’s appointment on that count, the parties are given liberty to file an appropriate application before this Court.
- d. The parties shall approach the Arbitrator within two (2) weeks from today.

6. It is made clear that all the rights and contentions of the parties, including preliminary objections with regard to arbitrability of any of the claims as well as claims/ counter-claims of either of the parties on the merits of the dispute including the defence of the respondent that no amount is due



and payable to the petitioner, are left open for adjudication by the Arbitrator.

7. The present petition stands disposed of in the above terms.

8. Needless to state, nothing in this order shall be construed as an expression of this Court on the merits of the case.

**AMIT BANSAL, J**

**SEPTEMBER 11, 2025/at**