



\$~1

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

+ **ARB.P. 828/2025**

**BSES YAMUNA POWER LTD.**

.....Petitioner

Through: Mr. Moksh Arora and Mr. Santosh  
Ram Durg, Advocates.

versus

**AB MEDIA SOLUTIONS LLP**

.....Respondent

Through: Mr. Nishant Das, Ms. Aatryai Das  
and Ms. Jyoti Jha, Advocates.

**CORAM:**

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

**ORDER**

**11.08.2025**

%

1. The present petition has been filed under Section 11(5) and 11(6) of the Arbitration and Conciliation Act, 1996 (hereinafter '*Act*') seeking appointment of a Sole Arbitrator for adjudication of disputes between the parties arising out of Letters of Engagement dated 1<sup>st</sup> September, 2016 and 21<sup>st</sup> September, 2017 executed between the parties (hereinafter '*LOEs*') in terms of which the respondent was appointed as the authorized marketing and sales representative of the petitioner.

2. Counsel for the petitioner submits that the LOEs contain an arbitration clause in paragraph 23, which provides for adjudication of dispute arising between the parties by way of arbitration. Paragraph 23 of the LOE dated 1<sup>st</sup> September, 2016 is set out below:

*"23. ...Any difference, dispute, controversy or claim ("Dispute") which may arise between the parties out of or in relation to or in connection with this Letter of engagement, or the breach, termination, effect,*



*validity, interpretation or application of this letter of engagement or as to their rights, duties or liabilities shall be initially attempted to be settled by the parties through mutual negotiations within an initial period 15 days. The aggrieved party shall firstly serve a 7 days' advance written notice on the other party to resolve the dispute / difference; failing which same shall be settled through arbitration to be conducted in accordance with the provisions of the Arbitration and Conciliation Act, 1996, as amended from time to time. The decision of the arbitrator shall be final and binding upon the parties. The venue of arbitration shall be Delhi. The language of arbitration and the award shall be English. The parties shall bear their respective costs of arbitration."*

3. Notice in the present petition was issued to the respondent on 28<sup>th</sup> May, 2025.
4. Counsel enters appearance on behalf of the respondent.
5. He draws attention of the Court to paragraph 23 of the LOE dated 1<sup>st</sup> September, 2016 executed between the parties which provides that the petitioner was required to serve a seven (7) days' advance written notice to the respondent before initiating arbitration proceedings.
6. Counsel for the petitioner submits that in the present case there has been pre-institution mediation proceedings between the parties, which was not successful. Thereafter, the petitioner filed a civil suit being CS(COMM) 506/2022.
7. In the said suit, an application under Section 8 of the Act was filed on behalf of the respondent seeking reference of the dispute for arbitration. Subsequently, a notice under Section 21 of the Act was sent on behalf of the petitioner to the respondent on 14<sup>th</sup> January, 2025 which was duly replied by the respondent *vide* response dated 20<sup>th</sup> February, 2025 where it opposed the name of the Sole Arbitrator proposed by the petitioner.
8. In view of the aforesaid, the respondent can neither dispute the existence of the arbitration clause nor its invocation by the petitioner.



9. It has been put to counsel for the parties if the parties may be referred for mediation.

10. Counsel for the parties submit that the parties are willing to consider mediation for resolving their disputes and submit that the present petition may be disposed of with a reference to the Arbitral Tribunal comprising a Sole Arbitrator, *albeit* with the appointment of the Sole Arbitrator being deferred by eight (8) weeks.

11. Accordingly, with the consent of the parties and without prejudice to their rights and contentions, the parties are referred for mediation to the Delhi High Court Mediation and Conciliation Centre ('Mediation Centre').

12. The parties along with the respective counsel shall appear before the Mediation Centre on 14<sup>th</sup> August, 2025 at 03:00 PM.

13. In the facts of the present case, it is admitted by the parties that there exists a valid arbitration clause in the LOEs and thus the dispute between the parties under the LOEs is referred to the Arbitral Tribunal comprising a Sole Arbitrator. The following directions are issued in this regard:

a. Ms. Kritika Gupta, Advocate (Mobile No.: +91 88263 31177) is appointed as a Sole Arbitrator to adjudicate the disputes between the parties.

b. The Arbitrator is 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.

c. The remuneration of the Arbitrator shall be in terms of Schedule IV of the Act.



14. The Mediator is requested to conclude the mediation proceedings before 15<sup>th</sup> October, 2025.

15. The parties shall appear before the Arbitrator in the third week of October to apprise the Arbitrator of the status of the mediation proceedings. In the event the mediation proceedings between the parties are not successful till 15<sup>th</sup> October, 2025, the Sole Arbitrator shall commence the arbitration proceedings.

16. Needless to state, all pleas of the parties *qua* claims and counter claims are left open and shall be considered in the arbitration proceedings.

17. With the aforesaid directions, the petition along with pending applications, if any, stand disposed of.

18. Nothing in this order shall be construed as an expression of this Court on the merits of the case.

19. A copy of this order be sent to the Organising Secretary of the Mediation Centre for information and compliance.

20. The digitally signed copy of this order, duly uploaded on the official website of the High Court of Delhi, [www.delhihighcourt.nic.in](http://www.delhihighcourt.nic.in), shall be treated as a certified copy of the order for the purpose of ensuring compliance. No physical copy of the order passed today shall be insisted for by any authority/ entity/ litigant.

**AMIT BANSAL, J**

**AUGUST 11, 2025**

*Rzu*