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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**
+ **ARB.P. 920/2025**
PRESITO TECHNOLOGIES (INDIA) PRIVATE LIMITED
.....Petitioner

Through: Mr. Satvinder Singh, Mr. Gagandeep
Singh, Advs.

versus

NAKSHTRA BIOFUELS PVT. LTD. & ORS.Respondents
Through: None

CORAM:

HON'BLE MR. JUSTICE JASMEET SINGH

ORDER

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23.09.2025

1. This is a petition filed under section 11(6) of the Arbitration and Conciliation Act, 1996 (***“the Act”***) seeking appointment of an Arbitrator to adjudicate the disputes between the parties.
2. The facts of the case are that the respondent No. 1 approached the petitioner for purchasing Rice Husk, Bagasse, and Wood Chips, material Handling system, including services related to packing and forwarding, loading and unloading and freight insurance. The respondent No. 1 placed a Purchase Order dated 02.05.2023 to the petitioner for its goods and services for Rs. 1,20,11,000/- plus applicable GST. The petitioner raised invoices with respect to the services rendered in terms of the said Purchase Order but only part payment was made.
3. The said Purchase Order contains an arbitration clause being Clause No. 12 which reads as under:

“12.Arbitration:

a) Any controversy, claim or dispute, termination w.r.t



technical issues in respect of or arising out of this PO and its annexes or the breach thereof shall be settled by amicable consultation among the Parties within 15 days of arising of the dispute. If in spite of the best efforts of both the parties, there are major disputes and they are unable to resolve the same amicably within 15 days, then such technical controversy, claim or dispute shall be finally resolved through arbitration under the Indian Arbitrations & Conciliation Act 1996.

b) A sole Arbitrator shall be appointed by mutual consent of parties and the place of Arbitration shall be Delhi.

c) The ruling by the Arbitrators should be final and binding upon the parties.”

4. Since there were disputes between the parties, the petitioner invoked the arbitration vide Legal Notice dated 10.03.2025 and thereafter, filed the present petition.

5. As per the said Purchase Order issued by the respondent No.1, the e-mail of the respondent No. 1 is shown as nakshtra.biofuel@gmail.com and as per the Affidavit of Service the respondent No. 1 has been served at the said e-mail Id.

6. Despite service, there is nobody appearing on behalf of respondent No. 1 today as well.

7. I am satisfied that there is a valid arbitration clause and there are disputes which need to be settled through the arbitral mechanism.

8. For the said reasons, the petition is allowed and disputes between petitioner and respondent No. 1 are referred to arbitration:-

i) Mr. Sunil Kumar Choudhary (Advocate) (Mob. No.



9555026238) is appointed as a Sole Arbitrator to adjudicate the disputes between the parties.

- ii) 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').
 - 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 1996 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 petitioner shall approach the learned Arbitrator within two weeks from today.
9. The petition is disposed of with the aforesaid directions.

SEPTEMBER 23, 2025/AS

JASMEET SINGH, J