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

+ O.M.P.(I) (COMM.) 253/2025, CAV 250/2025 & I.A. 16135-16136/2025

CARGILL INDIA PRIVATE LIMITED .....Petitioner

Through: Mr. Shadan Farasat, Sr. Adv.  
(through vc) with Mr. Harshit Anand,  
Adv.

versus

SNS STARCH LIMITED & ORS. ....Respondents

Through: Ms. Malvika Trivedi, Sr. Adv. with  
Mr. Nithin Chowdary, Adv.

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+ O.M.P.(I) (COMM.) 254/2025

SNS STARCH LIMITED & ANR. ....Petitioners

Through: Ms. Malvika Trivedi, Sr. Adv. with  
Mr. Nithin Chowdary, Adv.

versus

CARGILL INDIA PRIVATE LIMITED .....Respondent

Through: Mr. Shadan Farasat, Sr. Adv.  
(through vc) with Mr. Harshit Anand,  
Adv.

**CORAM:**

**HON'BLE MS. JUSTICE MANMEET PRITAM SINGH ARORA**

**ORDER**

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**18.07.2025**

**CAV 250/2025 in O.M.P.(I) (COMM.) 253/2025**

1. Since, Mr. Nitin Chowdary has entered appearance on behalf of the



Respondent/SNS Starch Limited, the caveat stands discharged.

**O.M.P.(I) (COMM.) 253/2025**

**O.M.P.(I) (COMM.) 254/2025**

2. These are cross petitions filed by the parties under Section 9 of the Arbitration and Conciliation Act, 1996 ('Act of 1996') seeking ad-interim reliefs, however, for the sake of convenience, the parties are being referred to as per their status and rank in O.M.P.(I)(COMM.) 253/2025.

3. It is stated in the petition that the disputes between the Petitioner (Cargil India Pvt. Ltd.) and Respondents (SNS Starch Ltd. & Ors.) arose out of an External Manufacturing Agreement dated 18.02.2022 ('Agreement').

4. It is stated that Clause 22(c) of the said Agreement is the arbitration clause, which stipulates that any dispute between the parties will be resolved through arbitration.

***Appointment of a Sole Arbitrator***

5. On 11.07.2025, the parties jointly stated that they are willing to consent to the appointment of the Sole Arbitrator and have the present Section 9 petitions converted into a Section 17 petitions, to be heard and decided by the learned Sole Arbitrator.

6. The parties further stated that a former Judge of this Court be appointed as a Sole Arbitrator to adjudicate upon the disputes between the parties.

7. This Court has perused Clause 22(c) of the Agreement dated 18.02.2022, which provides the seat of arbitration at New Delhi and that the arbitration will be conducted under the aegis of Delhi International Arbitration Centre (DIAC). This Court is satisfied that there exists a valid arbitration agreement between the parties.



8. In view of the arbitration agreement and with the consent of the parties, the parties are referred to arbitration to be conducted by an arbitral tribunal consisting of a Sole Arbitrator. Hon'ble Ms. Justice Mukta Gupta, Former Judge, High Court of Delhi [Mob. No. 9650788600] is appointed as the Sole Arbitrator to adjudicate the disputes between the parties. The parties are referred to DIAC with the following directions:

- a) The arbitration will be held under the aegis of the DIAC and as per the rules of DIAC. The remuneration of the learned Arbitrator shall be in terms of Schedule IV of the Act of 1996 as amended by DIAC Rules.
- b) The learned Arbitrator is requested to furnish a declaration in terms of Section 12 of the Act of 1996 before entering into the reference.
- c) It is made clear that all the rights and contentions of the parties, including as to the arbitrability of any of the claims/counter-claims raised in the prayer clauses of both the petitions, any other preliminary objection, as well as claims on merits of the dispute of either of the parties, are left open for adjudication by the learned Sole Arbitrator.

9. The Petitioner is directed to file its Statement of Claim within four (4) weeks after 31.08.2025. The Respondent will file its Statement of Defence and Counter-claims, within a period of four (4) weeks, thereafter.

10. With the consent of the parties, it is directed that the present petitions shall be placed before the learned Sole Arbitrator to be heard and adjudicated as petitions under Section 17 of the Act of 1996. The parties will file their respective replies to these petitions within two (2) weeks.

11. The parties are directed to re-file these petitions before the learned Arbitrator within one (1) week.

12. Parties are directed to appear before the learned Sole Arbitrator for preliminary hearing in these petitions, on **02.08.2025 (Saturday)** at **6 P.M.**



(through video conferencing).

***Interim relief***

13. Notwithstanding the aforesaid reference, the parties jointly prays that urgent reliefs have been sought at prayer clauses (a) and (b) in O.M.P.(I) (COMM.) 253/2025 and prayer clauses (iv) and (vi) in O.M.P.(I) (COMM.) 254/2025, which may be taken up before this Court for orders today.

14. Learned counsel for Respondent/SNS Starch Ltd. has placed on record its written submissions dated 15.07.2025 and a note dated 16.07.2025, so also Petitioner/Cargill India Private Ltd. has placed on record a note dated 16.07.2025.

15. Learned counsel appearing on behalf of the Petitioner states that the original indemnity bond issued by SNJ Synthetics Limited will be deposited with the registry of this Court on or before 25.07.2025 with a written intimation to the counsel for the Respondent.

16. The aforesaid statement of Petitioner is taken on record and in view thereof, prayer clause (iv) in O.M.P.(I) (COMM.) 254/2025 stands satisfied.

17. With respect to prayer clauses (a) and (b) in O.M.P.(I) (COMM.) 253/2025 and prayer clause (vi) in O.M.P.(I) (COMM.) 254/2025, learned counsel for Petitioner states, on instructions, that the finished goods will be lifted within a maximum period of thirty (30) days, once the lifting begins. He states that in this period of thirty (30) days, the maize stock will also be simultaneously lifted.

17.1 He states that only by way of exception, the Petitioner may have to seek an extension beyond thirty (30) days and the said request for extension will be sought before the learned Sole Arbitrator.

17.2 He states that the assessment of stock of finished goods and maize



stock in this petition has been made relying upon the stock statement shared by the Respondent in its e-mail dated 03.05.2025. The said stock statement is reproduced hereunder for reference:

| "Shree Ganesh"                   |           |                  |
|----------------------------------|-----------|------------------|
| Finished Goods Stock :03.05.2025 |           |                  |
| Description                      | UOM       | Qty              |
| Starch_50kg_Normal               | Mt        | 3,934.348        |
| Starch_50kg_High pH              | Mt        | -                |
| Starch_50kg_Off Grade            | Mt        | 0.700            |
| Starch_800kg                     | Mt        | -                |
| Starch_500kg                     | Mt        | -                |
| <b>Total Starch Qty</b>          | <b>Mt</b> | <b>3,935.048</b> |
| Germ_50kg                        | Mt        | 13.600           |
| Germ_50kg_B Grade                | Mt        | 4.750            |
| <b>Total Germ Qty</b>            | <b>Mt</b> | <b>18.350</b>    |
| Gluten_50kg                      | Mt        | 2.000            |
| Gluten_50kg-Off Grade            | Mt        | 86.250           |
| <b>Total Gluten Qty</b>          | <b>Mt</b> | <b>88.250</b>    |
| MRDF bags Fiber_50kg             | Mt        | 8.250            |
| Fiber_50kg                       | Mt        | 5.350            |
| MAIZE BRAN PREMIUM PP BAGS- 50Kg | Mt        | 8.000            |
| <b>Total Fiber Qty</b>           | <b>Mt</b> | <b>21.600</b>    |

| Corn Stock        |     |                  |
|-------------------|-----|------------------|
| Description       | UOM | Qty              |
| Vat               | Mt  | -                |
| Silo-1            | Mt  | -                |
| Silo-2            | Mt  | 2,787.243        |
| Floor (Shed-TS 1) | Mt  | -                |
| Floor (Shed-TS 2) | Mt  | -                |
| Floor (Shed-TS 3) | Mt  | -                |
| Floor (Shed-TS 4) | Mt  | -                |
| <b>Total Qty</b>  |     | <b>2,787.243</b> |

17.3 He states that the Petitioner will depute its Officer, Mr. Shiv Shankar, to remain present along with a third-party surveyor, SGS India Private Limited, for carrying out the activities set out in prayer clause (b) in O.M.P.(I) (COMM.) 253/2025. He states that Mr. Shiv Shankar's name has been suggested by Respondent in its email.

17.4 He states that costs and fees to be paid to SGS India Private Limited will be borne by the Petitioner at this stage, with right to claim the same as a part of the arbitration costs.

18. Ms. Trivedi, learned senior counsel for the Respondents states that the Respondents are agreeable to appointment of SGS India Private Limited as an independent surveyor and deputation of Mr. Shiv Shankar, the employee of the Petitioner, to accompany SGS India Private Limited for carrying out the lifting of finished goods and maize stock.

18.1 She states that Respondent has no objection to the appointment of



SGS India Pvt. Ltd. as the surveyor as they are renowned independent entity.

18.2 She, however, submits that the process of lifting of the finished goods and maize stock has to be made time bound.

18.3 She states that initially, the Petitioner vide e-mail dated 18.06.2025 had provided a 15-day plan for picking up the finished goods and maize stock and therefore, the Petitioner be bound down to pick-up the stock in a time bound manner.

18.4 She states that in case, the Court is inclined to extend the period of lifting, then an outer limit may be fixed.

18.5 She further states that in case, the finished goods and maize stock are not lifted beyond the period granted by this Court, right of the Respondent to claim warehousing charges be reserved.

18.6 She states that while the Respondent has no objection to the lifting of the finished goods; however, with respect to the maize stock the Respondent herein has made an offer to the Petitioner to purchase the maize stock stored in the silos at a price of Rs. 20,000/- per metric tonne ('MT'). She states that this would be mutually beneficial to the parties.

19. In response, learned counsel for the Petitioner states that the Petitioner will abide by the timeline prescribed in this order for lifting the finished goods and maize stocks and accepts the condition that, Petitioner will be liable to pay warehousing charges in case it is unable to meet the timeline.

19.1 He however, states that the Petitioner is unwilling to accept the price of Rs. 20,000/- per MT for the maize stock offered by the Respondents and is unwilling to sell the same.

20. In response thereto, learned senior counsel for the Respondent states that, the Respondent prays for liberty to approach the Petitioner for



negotiating the purchase of the maize stock at a price higher than Rs. 20,000/- per MT.

21. This Court has considered the submissions of the Petitioner and the Respondents qua prayer clauses (a) and (b) in O.M.P.(I) (COMM.) 253/2025 and prayer clause (vi) in O.M.P.(I) (COMM.) 254/2025.

22. In view of the submission made by the parties, this Court issues the following directions with the consent of the parties:

- a. The Petitioner herein is at liberty to engage SGS India Private Limited as an independent surveyor to oversee the lifting of finished goods as well as maize stock from the Respondent's premises. The surveyor will verify, assess, test and report the quality of the finished goods as well as maize stock at the time of the loading of the finished goods as well as maize stock on to the trucks; and record any damage or deterioration of the finished goods and maize stock.
- b. Mr. Shiv Shankar, the representative of the Petitioner, will remain present along with SGS India Private Limited for supervising the packing, release and loading of the finished goods and maize stocks. He will be entitled to access the premises of the Respondents along with the representatives of the SGS India Private Limited only to the extent it is necessary for supervision of the inspection, packing and lifting of the finished goods and maize stock.
- c. The Respondent will cooperate in the aforesaid process and provide all requisite facilities to the named surveyor and the named representative of the Plaintiff.
- d. The period of picking up of the finished goods and maize stock will commence from 01.08.2025 and will be completed on or before



31.08.2025.

- e. The Petitioner will be entitled to raise a claim for the costs incurred in engaging the surveyor, which claim will be decided finally in the arbitration on its own merits.

23. It is clarified that it is only by way of an exception that the Petitioner will be entitled to approach the learned Sole Arbitrator to seek extension of time beyond 31.08.2025, however, such a request for extension should be duly supported by the recommendation of SGS India Private Limited. In case extension is prayed for, the Petitioner will be liable to pay warehousing charges for the extended period to the Respondent at the price determined by the learned Arbitrator. The application for extension when filed will be considered by the learned Sole Arbitrator on its own merits.

24. It is further clarified that the lifting of the finished goods as well as the maize stock can be carried out by the Petitioner by itself or through any of its nominated buyers but only on the terms and conditions recorded in this order.

25. The Respondent is at liberty to approach the Petitioner for negotiating the purchase of the maize stock at a higher price; however, the Petitioner will be at liberty to accept or reject the offer and the Respondent's act of making an offer will not be a ground for non-implementation of this order by the Respondent.

26. With the aforesaid directions, the prayer clause (a) and (b) O.M.P.(I) (COMM.) 253/2025 and (vi) O.M.P.(I) (COMM.) 254/2025, stand disposed of.

27. Any further directions or clarifications that the parties may require, shall be sought before the learned Sole Arbitrator.



28. With the aforesaid directions, the petitions stand disposed of.
29. The registry is directed to send a copy of this order to Secretary, DIAC and to the learned Sole Arbitrator.
30. The digitally signed copy of this order, duly uploaded on the official website of the Delhi High Court, [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 order shall be insisted by any authority/entity or litigant.

**MANMEET PRITAM SINGH ARORA, J**

**JULY 18, 2025/msh/AM**