



\$~16

* **IN THE HIGH COURT OF DELHI AT NEW DELHI**
+ **ARB.P. 1353/2025**
INDIAN OIL CORPORATION LIMITEDPetitioner

Through: Mr. Praveen Mahajan, Mr. Ronakjeet Singh, Advs.

versus

M/S ADVANCE PROCESS TECHNOLOGY PRIVATE LIMITED
.....Respondent

Through: None

CORAM:
HON'BLE MR. JUSTICE JASMEET SINGH

ORDER

% **13.10.2025**

1. This is a petition filed under Section 11(6) of the Arbitration and Conciliation Act, 1996 seeking appointment of an Arbitrator for adjudication of disputes.
2. The facts are that the petitioner floated a Tender dated 02.07.2018 and the respondent being the successful bidder was placed with Purchase Order dated 21.05.2019 for supply, installation, commissioning, and onsite training of Glove Boxes at Research and Development Centre of petitioner situated at Faridabad, Haryana.
3. The General Purchase Conditions of the said Tender contains an arbitration clause being Clause No. 34, which reads as under:

“34.0 ARBITRATION AND GOVERNING LAW

34.1 Arbitration: All disputes or differences which may arise out of or in connection with or are incidental to the Agreement(s) including any dispute or difference regarding



the interpretation of the terms and conditions of any clause thereof which cannot be amicably resolved between the parties may be referred to Arbitration of a person selected by the Vendor out of a panel of three persons nominated by the General Manager of the Unit or Project of Indian Oil Corporation Ltd. to which the Contract relates. The Arbitration proceedings shall be governed by and conducted in accordance with the Arbitration and Conciliation Act, 1996. The venue of the arbitration shall be [.....] or New Delhi, India.

34.2 Governing Law: The Agreement(s) shall be construed in accordance with and governed by the laws of India. IOCL shall warrant that the terms and conditions of the Purchase Order shall be valid under existing Indian laws.”

4. Since there were between the parties, the petitioner invoked arbitration *vide* legal notice dated 23.04.2025 and thereafter, filed the present petition.
5. As per the master data of the respondent from the Ministry of Corporate Affairs portal, the e-mail ID of the respondent is accounts@aptglobal.com.
6. The Affidavit of Service shows that the respondent has been served on the said e-mail ID. However, despite service there is nobody appearing on behalf of the respondent.
7. I am satisfied that there is a valid arbitration agreement between the parties and there are issues which need to be adjudicated through arbitral mechanism.
8. For the said reasons, the petition is allowed and the following directions are issued:-



- i) Mr. Saurabh Tiwari (Advocate) (Mob. No. 9560299599) 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 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 present petition is disposed of in the aforesaid terms.

JASMEET SINGH, J

OCTOBER 13, 2025/AS