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

+ **ARB.P. 1363/2025 & I.A. 21494/2025**

MR. KULDEEP

.....Petitioner

Through: Mr. Vidhur Mohan and Mr. K. K. Singh, Advocates

versus

M/S FUTURE NETWINGS SOLUTIONS PVT. LTD

.....Respondent

Through: Mr. Krishna Dev J, Mr. Aaditya Mishra, Mr. Arpit Kumar Mishra and Mr. Kartikay Puneesh, Advocates

CORAM:

HON'BLE MR. JUSTICE SUBRAMONIUM PRASAD

ORDER

19.11.2025

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1. This Petition has been filed under Section 11(6) of the Arbitration and Conciliation Act, 1996 seeking appointment of an Arbitrator to adjudicate on the disputes which have arisen between the parties under the Memorandum of Understanding dated 01.06.2018.

2. Vide the Memorandum of Understanding dated 01.06.2018 ("MoU") the Petitioner and the Respondent ("Parties") entered into an agreement to 'collaborate and work towards generating business opportunities for the Respondent and for the sale of the Respondent's goods, which included Comscope (passive component), Cisco (Active component), and telephony ("goods") and such collaboration was towards the project namely 'Re-development of ITPO Complex into Integrated Exhibition Cum-Convention



Centre (IECC) at Pragati Maidan, New Delhi on Design, Engineering, Procurement and Construction (EPC)' basis.

3. Material on record indicates that disputes arose between the parties, a notice dated 27.02.2023 was issued under Section 21 of the Arbitration and Conciliation Act, 1996, for recovery of Rs. 1,26,50,000/- along with interest towards Comscope (Passive Component). Paragraph No.10 of the said notice is reproduced under:-

“That, goods belonging to Comscope and Cisco were sold to Shapoorji through a Niveshan Technologies India Pvt Ltd, goods belonging to Comscope were sold to Shapoorji by Future Netwings through Niveshan Technologies India Pvt Ltd, a related party and goods belonging to Cisco were sold also through Niveshan Technologies India Pvt Ltd, to Shapoorji from Cisco. It is pertinent to mention that there was no intimation of any of the above mentioned transactions to our Client, which is yet again a gross violation of the Memorandum of Understanding.”

4. This Court on 18.10.2023 constituted a Sole Arbitrator to adjudicate the dispute between the parties.

5. Thereafter, a Statement of Claim dated 10.01.2024 was preferred by the Petitioner seeking recovery of Rs. 1,26,50,000/- towards commission of 10% and Rs. 98,61,437/- towards interest component on the 10% commission. Relevant paragraph of the said Statement of Claim reads as under:-

“12. That, vide email dated 20.02.2019, Mr. Jaideep Chakrabarti, the Director of the Respondent Company confirmed a 'Comscope' supply order to amounting to Rs. 12,65,00,000/- (Rupees Twelve Crore Sixty-Five Lakh only) and acknowledged the payment of debt to



the Claimant. However, contrary to the terms and conditions of the MoU, the Respondent only agreed to pay 5% as commission i.e. Rs. 63,25,000- (Sixty-Three Lakh Twenty-Five Thousand Only), instead of the agreed upon amount of Rs. 1,26,50,000- (Rupees One Crore Twenty-Six Lakh Fifty Thousand Only). It is pertinent to mention that the Respondent has acted in a way to evade liability to pay the Claimant a value of 10% of the difference as stipulated in the MoU and has only offered to pay a sum of 5%, which is not only an act arising out of malafide intent but is also contrary to the terms of the MoU.

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That the cause of action for this present petition arose on 20.02.2019. when the director of the Respondent company acknowledged the payment of debt to the Claimant. That the present petition is being filed with the liberty of the Hon'ble National Company Law Appellate Tribunal which was granted on 10.11.2022. Further, the Hon'ble High Court of Delhi, vide the order dated 18.10.2023 allowed the petition of the Claimant under Section 11(6) of the Arbitration and Conciliation Act. A Copy of the order dated 18.10.2023 has been annexed as ANNEXURE C-13. Hence, the present dispute/Statement of Claim is within the period of limitation as prescribed under Law.

26. That, it is humbly submitted and prayed that the present Statement of Claim shall not bar the Claimant from filing appropriate fresh claims/arbitration proceedings in relation to the same agreement in the future.”

6. Learned Counsel for the Petitioner has contended that when the Arbitrator passed the Award, the Petitioner was not aware of the supply of the Cisco (Active Component), and a fresh notice dated 29.11.2024 was



issued by the Petitioner under Section 21 of the Arbitration and Conciliation Act, 1996 for reference of the dispute of the Arbitrator based on the fact that the Cisco (Active Component) was supplied, which was not within the knowledge of the Petitioner and therefore, since the Petitioner had reserved its right to raise further claims, the present petition has been filed.

7. The Respondent filed his reply dated 13.12.2024 to the said notice leading to the filing of the present petition.

8. On being asked a pointed question raised by this Court, as to whether the second petition would be barred by Order II Rule 2 or not, as it was submitted by learned Counsel for the Respondent that in Paragraph No. 10 of the initiation of Notice dated 27.02.2023 under Section 21 this fact could have been covered and the failure of the Petitioner to raise this issue in the Statement of Claim, would bar the second petition.

9. Learned Counsel for the Petitioner states that this would be a matter that needs to be decided by the learned Arbitrator and not by the Reference Court at this stage. He states that at the stage of references, this Court can only look regarding the existence of the learned Arbitrator and rest of that rest of the dispute should be decided by the learned Arbitrator.

10. In view of the fact that disputes have arisen between the parties and there is an arbitration clause in the Agreement, this Court is inclined to appoint an Arbitrator to adjudicate upon the disputes between the parties.

11. Accordingly, Ms. Haripriya Padmanabhan, Senior Advocate (Mob: 9891078222) is appointed as the Sole Arbitrator to adjudicate upon the disputes between the parties.

12. It is made clear that this Court has not made any observation as to whether the second Statement of Claim is hit by the principle of Order II



Rule 2 or not. It is open for the parties to raise any claim to counter claim under this issue.

13. The arbitration would take place under the aegis of the Delhi International Arbitration Centre (DIAC) and would abide by its rules and regulations. The learned Arbitrator shall be entitled to fees as per the Schedule of Fees maintained by the DIAC.

14. The learned Arbitrator is also requested to file the requisite disclosure under Section 12(2) of the Arbitration & Conciliation Act within two weeks of entering the reference.

15. All rights and contentions of the parties in relation to the claims/counter-claims are kept open, to be decided by the learned Arbitrator on their merits, in accordance with law.

16. Needless to say, nothing in this order shall be construed as an expression on the merits.

17. The present petition stands disposed of in the above terms along with pending application(s), if any.

SUBRAMONIUM PRASAD, J

NOVEMBER 19, 2025
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