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

+ **ARB.P. 1416/2025 with I.A. 22288/2025**

**HCIL COMTEL PRIVATE LIMITED AND
ANR.**

.....Petitioners

Through: Mr. Ankur Mahindro and Mr. Mohit
Dagar, Advocates.

versus

**ALS SATELLITE EDUCATION PRIVATE
LIMITED**

.....Respondent

Through: None.

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

ORDER

% **16.12.2025**

1. The present petition has been filed under Section 11(5) of the Arbitration and Conciliation Act, 1996 (hereinafter 'Act') seeking appointment of a Sole Arbitrator for the adjudication of the disputes between the parties arising from the Purchase Orders dated 24th August, 2018 and 23rd May, 2019 (hereinafter 'Purchase Orders').

2. Counsel for the petitioner submits that the Purchase Orders contain an arbitration clause, *i.e.* Clause 8, which provides for adjudication of any disputes arising between the parties by way of arbitration. The aforesaid arbitration clause stipulates the seat of Arbitration to be in New Delhi. For ease of reference, Clause 8 of the Purchase Orders is set out below:

"8. Dispute Resolution: Any dispute arising out of or relating to these terms and conditions shall be referred to Arbitration to be held in New Delhi, India in accordance with the Arbitration and Conciliation Act, 1996, as amended from time to time. The Arbitration shall be heard and



determined by an arbitral tribunal comprising of a sole arbitrator appointed by the mutual agreement between the parties. Notwithstanding the foregoing, however, nothing contained herein shall be deemed to prevent either party from seeking and obtaining injunctive and equitable relief from any Court of competent jurisdiction without the posting of any bond or other security.”

3. He further submits that since there were disputes between the parties, the petitioner sent a notice dated 9th December, 2024 to the respondent invoking the aforesaid arbitration clause under Section 21 of the Act.

4. It is submitted that since the respondent failed to reply to the aforesaid notice, the petitioner has been constrained to approach this Court by way of the present petition.

5. Notice in the present petition was issued to the respondent on 10th September 2025.

6. As per the Report of the Registry, notice has been served upon the respondent *via* email.

7. An affidavit of service has also been filed on behalf of the petitioners as per which the respondent has been served on 11th December 2025 through speed post.

8. None appears on behalf of the respondent despite advance service.

9. Accordingly, the dispute between the parties under the Purchase Orders is referred to the Arbitral Tribunal comprising a Sole Arbitrator. The following directions are issued in this regard:

- i. Ms. Ruhi Chopra, Advocate (Mob. No. +91 99906 97779 is appointed as a Sole Arbitrator to adjudicate the disputes between the parties.
- ii. 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.

- iii. The remuneration of the Arbitrator shall be in terms of Schedule IV of the Act.
- iv. The parties shall approach the Arbitrator within two (2) weeks from today.

10. It is made clear that all the rights and contentions of the parties, including the arbitrability of any of the claims and/or counter claims, 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 Arbitrator.

11. The petition stands disposed of in the aforesaid terms.

12. Needless to state, nothing in this order shall be construed as an expression of this Court on the merits of the case.

13. All pending applications stand disposed of.

AMIT BANSAL, J

DECEMBER 16, 2025

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