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

+ **ARB.P. 1424/2025**

**M/S JINDAL SUPREME INDIA PRIVATE
LIMITED**

.....Petitioner

Through: Mr. Sanjay Jain and Ms. Ankita
Kedia, Advocates.

versus

**P P TUBE MILLS MFGING CO PRIVATE LIMITED AND ORS &
ORS.**

.....Respondents

Through: Mr. Shaunak Kashyap, Mr. Anuj
Panwar and Mr. Sameer Gupta, Advocates for R1
to 5.

**CORAM:
HON'BLE MS. JUSTICE JYOTI SINGH**

**ORDER
23.09.2025**

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1. This petition is filed on behalf of the Petitioner under Section 11 (6) of Arbitration and Conciliation Act, 1996 ('1996 Act') seeking appointment of a Sole Arbitrator.
2. Disputes have arisen between the parties pertaining to Acceptance Order dated 09/13.08.2023 for supply of DFT Tube Mill Machinery. As per the Petitioner, it made multiple payments in different tranches to the Respondents against various performa invoices between 14.08.2023 to 26.12.2023, however, the business relationship did not sustain for long and after negotiations, it was decided by the parties on 17.06.2024 to cancel the agreement and Respondents undertook to refund the amount of Rs.3.11 crores along with interest and damages. However, when the outstanding



dues were not paid, Petitioner sent notice invoking arbitration dated 19.05.2025, which was duly served on the Respondents but they failed to consent to the appointment of the Arbitrator.

3. Learned counsel for Respondents No.1 to 5, on instructions, submits that existence of the arbitration agreement is not in dispute, however, Respondents No.4 and 5 have been wrongly impleaded as they have no role in the transactions in question. Having made this submission, counsel fairly submits that this objection may be left open to be taken before the Arbitrator in light of the judgments of the Supreme Court in ***Cox and Kings Limited v. SAP India Private Limited and Another, (2024) 4 SCC 1; ASF Buildtech Private Limited v. Shapoorji Pallonji and Company Private Limited, 2025 SCC OnLine SC 1016; and Adavya Projects Pvt. Ltd. v. Vishal Structurals Pvt. Ltd. and Others, 2025 SCC OnLine SC 806.***

4. Accordingly, Mr. Uttam Datt, Senior Advocate (Mobile No. 9810041776) is appointed as Sole Arbitrator to adjudicate the disputes between the parties. Arbitral proceedings will be held under the aegis of Delhi International Arbitration Centre ('DIAC'). Fee of the Arbitrator shall be fixed as per fee schedule under DIAC (Administrative Cost & Arbitrators' Fees) Rules, 2018.

5. Learned Arbitrator shall give disclosure under Section 12 of the 1996 Act before entering upon reference.

6. It is made clear that this Court has not expressed any opinion on the merits of the case and all rights and contentions of the parties are left open including the right of the Respondents to take objection to impleadment of Respondents No.4 and 5 in the arbitral proceedings owing to their being



non-signatories to the arbitration agreement and/or not being necessary parties to adjudication of the disputes.

7. Petition is disposed of in the aforesaid terms.

JYOTI SINGH, J

SEPTEMBER 23, 2025
Ch