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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**
+ **O.M.P.(I) (COMM.) 376/2025 & I.A. 22626/2025**
M/S ELECTRIP PRIVATE LIMITEDPetitioner
Through: Mr. Shobhit Gupta, Mr. Mohit
Sharma and Mr. Jatin Kumar, Advocates
versus
M/S MANTARAV PRIVATE LIMITEDRespondent
Through:

CORAM:
HON'BLE MR. JUSTICE JASMEET SINGH

% **ORDER**
12.09.2025

I.A. 22627/2025

Exemption allowed, subject to all just exceptions.

The application is disposed of.

O.M.P.(I) (COMM.) 376/2025

1. This is a petition filed under Section 9 of the Arbitration and Conciliation Act, 1996 ("**1996 Act**") seeking the following reliefs against the respondent:-

"a) Stay the further proceedings before the Learned Sole Arbitrator in ARB.P. No. 1495/2024 during the pendency of the present Petition, in order to prevent irreparable prejudice to the Petitioner;

b) Set aside the Order dated 09.05.2025 passed by the Learned Sole Arbitrator in ARB.P. No. 1495/2024;

c) Direct the Learned Arbitrator to reconsider the Petitioner's application under Section 26 of the Arbitration and Conciliation Act, 1996 for appointment of a neutral technical expert/local



commissioner, in accordance with law;”

2. The facts are that the parties entered into a Master Customer Service Agreement dated 12.08.2023 (“**Agreement**”), wherein the petitioner availed the services of the respondent for developing a software-based project.

3. Subsequently, disputes arose between the parties and the Sole Arbitrator was appointed by the Court.

4. In the present case, the petitioner had filed an application under Section 26 of the 1996 Act seeking appointment of a technical expert, since the Agreement is for developing a software-based project. The same was rejected by the Sole Arbitrator *vide* impugned order dated 09.05.2025. The Sole Arbitrator in paragraph No. 3 of the impugned order held as under:-

“3. The application seeking appointment of a technical expert is dismissed. The need for appointment of the technical expert is wholly unwarranted as the respondent has not identified any specific technical issue regarding expert evaluation, a bare perusal of Statement of Claim makes it evident that the dispute in hand is limited solely to issue of non-payment of the contractual amount. The issue is solely commercial and legal one and not a technical one. The admission of debt has occurred on 22.02.2024 wherein the respondent has categorically confirmed its intention to clear the outstanding amount by 07.03.2024. In view of this acknowledgement of debt, there is no need to Appoint a Neutral Expert. The limited issue for adjudication before this Tribunal is arising from the interpretation of the Master Customer Service Agreement dated 12.08.2023. This interpretation is solely commercial and legal one and not a technical one, hence, this



Tribunal is fully competent to adjudicate the issues at hand without needing to sought any assistance of a Technical Expert.”

5. The power of the Court under Section 9 of the 1996 Act is limited to preserving the subject matter of the arbitral dispute. In the present case, however, the reliefs sought by the petitioner are not related to the preservation of the subject matter of the arbitral dispute and hence, cannot be dealt with by this Court under a petition filed under Section 9 of the 1996 Act.
6. Additionally, I am also of the view, that once the learned Arbitrator has stated that the Arbitrator does not require any technical expert, it is not for the petitioner to pray before this Court that the learned Arbitrator be directed to reconsider the appointment of a technical expert. Further, it is also not for this Court to direct to the learned Arbitrator to appoint a technical expert.
7. In view of the aforesaid discussion, the petition is found to be devoid of merits and hence, is dismissed.
8. The petition is disposed of with pending applications, if any.

SEPTEMBER 12, 2025/AS

JASMEET SINGH, J