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

+ **ARB.P. 1467/2025**

**AAJ SUPPLY CHAIN MANAGEMENT PRIVATE
LIMITED**

.....Petitioner

Through: Mr. Kapil Subhash Chand, Advocate.

versus

OXY NEURON INDIA PRIVATE LIMITED

.....Respondent

Through: None.

CORAM:

HON'BLE MR. JUSTICE AMIT BANSAL

ORDER

30.10.2025

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1. The present petition has been filed under Section 11(6) 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 out of a Transportation Service Agreement dated 15th October, 2024 (hereinafter 'Agreement') entered into between the parties.

2. Counsel for the petitioner submits that the Agreement contains an arbitration clause, i.e. Clause 14.2, which provides for adjudication of any disputes arising between the parties out of the Agreement by way of arbitration. For ease of reference, Clause 14.2 of the Agreement is set out below:

"In case no Agreement can be arrived at within the period of 15 days from the date of raising the dispute in writing by any party, the dispute or difference shall be referred to Arbitration. The provisions of the Arbitration and Conciliation Act, 1996 and the amendments made from time to time, and the rules prescribed there under shall be applied. The language of Arbitration shall be English. The venue of arbitration shall

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be at Delhi, India.”

3. He further submits that since there were disputes between the parties, the petitioner sent a legal notice dated 9th July, 2025 to the respondent invoking the aforesaid arbitration clause under Section 21 of the Act.
4. No reply to the aforesaid notice was received by the petitioner on behalf of the respondent.
5. Hence, the petitioner has been constrained to approach this Court by way of the present petition.
6. Notice in the present petition was issued on 15th September, 2025.
7. As per the report of the Registry, the respondent has been served through email.
8. Despite service, none has entered appearance on behalf of the respondents.
9. Accordingly, the dispute between the parties arising out of the Agreement is referred to the Arbitral Tribunal comprising of a Sole Arbitrator. The following directions are issued in this regard:
 - i. Mr. Milind Jain, Advocate (Mob. No. +91 99997 00647) 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.

AMIT BANSAL, J

OCTOBER 30, 2025

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