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

+ **ARB.P. 1579/2025**

M/S AGRO GOLD CHEMICALS INDIA LLP.Petitioner
Through: **Mr. Sudhanshu Tomar and Mr. Ayush Tomar, Advocates.**

versus

IDENTITY BUILDTECH PVT. LTD. & ORS.Respondents
Through: **Mr. Ronmi Risom, Advocate.**

CORAM:
HON'BLE MR. JUSTICE AMIT BANSAL

ORDER
19.12.2025

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1. The present petition has been filed under section 11(5) and 11(6) of the Arbitration and Conciliation Act, 1996 (hereinafter 'the Act') for appointment of a Sole Arbitrator for adjudication of disputes between the parties arising out of a Collaboration/Development Agreement dated 25th January, 2008 (hereinafter 'Collaboration Agreement') and Joint Development Agreement dated 12th September, 2012 (hereinafter 'Joint Development Agreement').
2. The petitioner sent a notice dated 11th June, 2025 invoking the arbitration clauses, i.e. clause 8.2 of the Collaboration Agreement and clause 28 of the Joint Development Agreement, under section 21 of the Act. For ease of reference, the aforesaid clauses are set out below:

"8.2 Any disputes arising out of or in connection with this Agreement shall be referred to the Sole Arbitration in New Delhi who will be appointed by the DEVELOPER and this Agreement shall be governed and construed in all respect in accordance with the laws of India Prevalent at the time.



28. *That all disputes arising in connection with this agreement shall be referred to a retired judge of a high court, who will be appointed by the developer and the owners mutually and the venue of the arbitration shall be at New Delhi.”*

3. No reply has been received to the said Arbitration Notice and therefore, the petitioner is constrained to approach this court by way of the present petition.

4. Notice was issued in the petition on 24th September, 2025.

5. A reply has been filed on behalf of the respondents.

6. I have perused the stand taken by the respondents in the reply.

7. In the reply, the respondents have raised issues with regard to the merits of the claim raised by the petitioner. However, the respondents have not denied the existence of the Collaboration Agreement dated 25th January, 2008 and Joint Development Agreement which contains the arbitration clause(s).

8. Earlier, the petitioner herein had filed a suit against the respondents being CS (COMM) 150/2025, where an application under Section 8 of the Act was filed on behalf of the respondents herein that the parties may be referred for arbitration. The said application was allowed *vide* order dated 29th May, 2025 and the parties were given liberty to invoke the arbitration clause 8.2 of the Collaboration Agreement as per law.

9. I am satisfied that there exists a valid arbitration agreement and there are disputes which need to be adjudicated through arbitral mechanism. Hence, a case is made out for appointment of an Arbitrator.

10. Accordingly, the disputes between the parties under the Agreement are referred to the Arbitral Tribunal comprising a Sole Arbitrator. The



following directions are issued in this regard:

- a. Mr. Arjun Pant, Advocate (Mobile No.: +91-9811071260) is appointed as a Sole Arbitrator to adjudicate the disputes between the parties.
 - b. The arbitral proceedings shall be held under the aegis of the Delhi International Arbitration Centre, Delhi High Court, Sher Shah Road, New Delhi (hereinafter '**DIAC**').
 - c. The remuneration of the Arbitrator shall be in terms of DIAC (Administrative Cost and Arbitrators' Fees) Rules, 2018.
 - d. 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.
 - e. The parties shall approach the Arbitrator within two (2) weeks from today.
11. 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 objections as well as claims on merits of the dispute of either of the parties, are left open for adjudication by the Arbitrator.
12. The petition stands disposed of in the aforesaid terms.
13. 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

DECEMBER 19, 2025

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