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

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+ ARB.P. 1593/2025

MARVEL LIMITED

.....Petitioner

Through: Mr. Ashish Khorana, Advocate.

versus

UNION OF INDIA

.....Respondent

Through: Ms. Saumya Tandon, CGSC along
with Mr. Gaurav Singh Sengar, Advocate and Mr.
Sanjeev Kumar, Deputy Director, APO.

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+ O.M.P.(I) (COMM.) 354/2025

MARVEL LIMITED

.....Petitioner

Through: Mr. Ashish Khorana, Advocate.

versus

UNION OF INDIA

.....Respondent

Through: Ms. Saumya Tandon, CGSC along
with Mr. Gaurav Singh Sengar, Advocate and Mr.
Sanjeev Kumar, Deputy Director, APO.

CORAM:

HON'BLE MS. JUSTICE JYOTI SINGH

ORDER

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26.09.2025

I.A. 24308/2025 (Exemption)

1. Allowed, subject to all just exceptions.
2. Application stands disposed of.

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3. This petition is filed on behalf of the Petitioner under Section 11(6) of the Arbitration and Conciliation Act, 1996 ('1996 Act') seeking



9. Heard learned counsels for the parties.

10. There is no dispute between the parties with regard to existence of the arbitration clause in the contract dated 09.05.2025. The objection that Petitioner did not take recourse to pre-reference bilateral discussions is belied by the documents on record, which indicate that Petitioner had approached the Respondent for discussion and amicable settlement of the issues, but the meeting did not yield any result. Counsel for the Petitioner is right in his submission that looking at the nature of the goods involved in the matter i.e., tea leaves, it is not feasible for the Petitioner to wait indefinitely for settlement talks to materialise. In light of the judgment of the Supreme Court in **SBI General Insurance Company Limited v. Krish Spinning, 2024 SCC OnLine SC 1754**, this Court finds no impediment in appointing the Arbitrator, since existence of the arbitration agreement is not in dispute.

11. Accordingly, Mr. Vaibhav Agnihotri, Advocate (Mobile No. 9811113432) 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.

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

13. 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.

14. Petition is disposed of in the aforesaid terms.

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15. This petition is filed on behalf of the Petitioner under Section 9 of 1996 Act seeking interim reliefs.

16. Mr. Khorana, learned counsel for the Petitioner, on instructions, submits that since Arbitrator has been appointed by the Court, direction be issued to the learned Arbitrator to treat this petition as an application under Section 17 of 1996 Act and consider the interim reliefs sought.

17. Accordingly, this petition is disposed of requesting the learned Arbitrator to treat this petition as an application under Section 17 of 1996 Act for interim reliefs, as expeditiously as possible, after entering upon reference, considering the urgent nature of reliefs sought. It is made clear that this Court has not expressed any opinion on the merits of the case.

18. Registry shall transmit the digital records of the case to the learned Arbitrator.

JYOTI SINGH, J

SEPTEMBER 26, 2025/RW