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

+ **ARB.P. 1912/2025 with I.A. 28469/2025**

M/S INDRAPRASTHA GAS LIMITED

.....Petitioner

Through: Mr. Anshuman Chowdhury and Mr.
Akshay Goyal, Advocates.

versus

M/S CHINTAMANI FOOD AND SNACKS

.....Respondent

Through: Ms. Shrishti Sharma, Mr. Adnan
Saifi, Mohd. Fuzail, Mr. Burhan Zaki
and Mr. Abdul Kadir Saifi,
Advocates.

CORAM:

HON'BLE MR. JUSTICE AMIT BANSAL

ORDER

11.12.2025

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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 Gas Supply Agreement dated 5th March, 2018 (hereinafter 'Agreement') entered into between the parties.

2. Counsel for the petitioner submits that the Agreement contains an arbitration clause, i.e. Article 23, which provides for adjudication of any disputes arising between the parties by way of arbitration.

"Article 23: DISPUTE RESOLUTION

i) *The SELLER and the BUYER shall make every effort to resolve amicably, by direct informal negotiations, any disagreement(s) or the dispute(s) arising between both the parties in relation to or in connection with this GSA whether directly or indirectly.*

ii) *If any dispute or difference of any kind whatsoever shall arise out*



of this GSA (and whether before or after) the termination or breach of this GSA) parties hereto shall promptly and in good faith negotiate with a view to amicable resolution and settlement.

iii) In the event, no amicable resolution or settlement is reached within a period of 30 days from the date on which dispute difference arose (in writing), such dispute or difference shall be settled by referring the same to Sole Arbitrator in accordance with the provisions of The Arbitration and Conciliation Act, 1996, or any other statutory modification/amendment thereof. Indraprastha Gas Limited will nominate three independent persons who can be the Sole Arbitrator and intimate the same to Vendor. The Vendor needs to choose the arbitrator within thirty days from receipt of a nomination by Indraprastha Gas Limited. Indraprastha Gas Limited will have right to choose the Sole Arbitrator.

iv) The decision of the Arbitral Tribunal shall be final and binding on both the parties. The place of Arbitration shall be New Delhi and the language of the arbitration should be English.”

3. A Sole Arbitrator was appointed by this Court vide order dated 29th November, 2024 in ARB.P. 355/2024 to adjudicate the disputes between the parties.
4. It is stated that the earlier Arbitrator appointed by this Court has recused for personal reasons.
5. Notice in the present petition was issued to the respondent on 17th November, 2025.
6. A reply has been filed on behalf of the respondent.
7. The principal contention of the respondent is that the petitioner has not impleaded AIUT Technologies LLP as a party to the present petition and its presence is necessary as the present dispute has arisen on account of dereliction on the part of the said entity.
8. It is an admitted position that the Agreement containing the arbitration clause has been executed only between the petitioner and the respondent. AIUT Technologies LLP is not a party to the Agreement.
9. To be noted, the remaining contentions raised by the respondent have



already been considered and rejected in the order passed by the coordinate bench on 29th November, 2024 in ARB. P. 355/2024 while appointing an Arbitrator.

10. The present petition has been filed only on account of the fact that the earlier Arbitrator appointed by this Court has recused. Accordingly, the Arbitrator is required to be substituted.

11. Accordingly, the dispute between the parties under the Agreement is referred to the Arbitral Tribunal comprising a Sole Arbitrator. The following directions are issued in this regard:

- a. Ms. Akanksha Kaul (Mobile No.: +91 98181 31566) 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.

12. It is made clear that all the rights and contentions of the parties, including whether AIUT Technologies LLP should be made a party in the arbitration proceedings, 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.

13. The petition stands disposed of in the aforesaid terms.

14. All pending applications stand disposed of.

15. 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 11, 2025

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