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

+ **ARB.P. 1971/2025 & I.A. 29172/2025**

M/S MEGAHERTZ INFOTECH PVT LTD

.....Petitioner

Through: Mr. Kunal Madan, Mr. Shayam Babu, Mr. Rahul Matharu, Mr. Tanvi Wasson, Mr. Ishan Ahuja, Advs.

versus

AIRPORT AUTHORITY OF INDIA

.....Respondent

Through: Mr. Digvijay Rai, SC with Mr. Archit Mishra, Adv.

CORAM:

HON'BLE MR. JUSTICE JASMEET SINGH

ORDER

22.12.2025

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1. This is a petition filed under Section 11(6) of the Arbitration and Conciliation Act, 1996 ("***the Act***") seeking appointment of an Arbitrator for adjudication of disputes between the parties.
2. The brief facts of the case are that the respondent floated a tender No. AAI/CHQ/ITD/ORACLE_ATS/2020 inviting tenders from the authorized dealer/supplier for "Renewal of Oracle ATS for Three year for Oracle Licenses". The petitioner participated in the bid and was awarded the tender vide a Purchase Order dated 22.02.2021.



3. The Tender Document/General Terms & Conditions of the Contract contains an arbitration clause being Clause No. 15, which reads as under:

“15. Arbitration and Law:

15.1 Except where otherwise provided for in the contract, all questions and disputes relating to the provisions of this contract shall be settled under the Rules of Indian Arbitration and Conciliation Act, 1996 as amended by the Arbitration and Conciliation (Amendment) Act, 2015, within thirty (30) days (or such longer period as may be mutually agreed upon from the date that either party notifies in writing that such dispute or disagreement exists. The single Arbitrator for settlement of any dispute with regard to this contract shall be appointed by the Chairman, AAI. The venue of Arbitration shall be New Delhi, India. The arbitration resolution shall be final and binding upon the parties and judgment may be entered thereon, upon the application of either party, by any court having jurisdiction.

15.2 The arbitration shall be conducted in accordance with the provisions of the Arbitration and Conciliation Act, 1996 as amended by the Arbitration and Conciliation (Amendment) Act, 2015 or any statutory modification or re-enactment thereof and rules made there under and for the time being in force shall apply to the arbitration proceeding.

15.3 Indian laws shall govern this contract.”



4. Since there were disputes, the petitioner invoked arbitration *vide* Legal Notice dated 30.12.2023 and thereafter, filed the present petition.
5. No reply has been filed by the respondent.
6. Mr. Mishra, learned counsel for the respondent admits the arbitration clause and states that there are amounts due and payable to the respondent due to defaults of the petitioner.
7. This Court, at the stage of reference and appointment of an Arbitrator, is not expected to go into the merits of the case and is only required to *prima facie* ascertain the existence of the arbitration clause.
8. I am satisfied that there is a valid arbitration Agreement and disputes which need to be adjudicated through the arbitral mechanism.
9. For the said reasons, the petition is allowed and the following directions are issued:-
 - i) Mr. Sandeep Agarwal (Sr. Advocate) (Mob. No. 9811044426) is appointed as a Sole Arbitrator to adjudicate the disputes between the parties.
 - ii) The arbitration will be held under the aegis and rules of the Delhi International Arbitration Centre, Delhi High Court, Sher Shah Road, New Delhi (hereinafter, referred to as the 'DIAC').
 - iii) The remuneration of the learned Arbitrator shall be in terms of DIAC (Administrative Cost and Arbitrators' Fees) Rules, 2018.
 - iv) The learned Arbitrator is requested to furnish a declaration in terms of Section 12 of the Act prior to entering into the reference.
 - v) It is made clear that all the rights and contentions of the parties, including as to the arbitrability of any of the claim, any other



- preliminary objection, as well as claims/counter-claims and merits of the dispute of either of the parties, are left open for adjudication by the learned Arbitrator.
- vi) The parties shall approach the learned Arbitrator within two weeks from today.
10. The present petition is disposed of in the aforesaid terms.

JASMEET SINGH, J

DECEMBER 22, 2025/sp