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

+ O.M.P.(I) (COMM.) 511/2025, I.A. 31526/2025 & I.A. 31527/2025,
I.A. 31528/2025

MAHADHAN AGRITECH LIMITED

.....Petitioner

Through: Mr. Dayan Krishnan Sr. Adv., Mr.
Rishi Agrawala, Ms. Shruti Arora,
Mr. Tejasvi Choudhary, Mr. Pratham
Vir Agarwal, Mr. Sukrit Seth, Mr.
Daksh Arora, Mr. Nilay Gupta,
Advocates

versus

CENTRAL WAREHOUSING CORPORATIONRespondent

Through: Mr. Prabhas Bajaj and Mr. Harsh
Chauhan, Advocates

+ O.M.P.(I) (COMM.) 502/2025 & I.A. 30428/2025

MAHADHAN AGRITECH LIMITED

.....Petitioner

Through: Mr. Dayan Krishnan Sr. Adv., Mr.
Rishi Agrawala, Ms. Shruti Arora,
Mr. Tejasvi Choudhary, Mr. Pratham
Vir Agarwal, Mr. Sukrit Seth, Mr.
Daksh Arora, Mr. Nilay Gupta,
Advocates

versus

CENTRAL WAREHOUSING CORPORATION & ANR.

.....Respondents

Through: Mr. Prabhas Bajaj and Mr. Harsh
Chauhan, Advs. for R-1
Mr. Anant Aditya Patro, Mr. Alok
Kumar and Mr. Samarth Mehrotra,
Advs. for R-2



CORAM:
HON'BLE MR. JUSTICE SUBRAMONIUM PRASAD

ORDER
16.12.2025

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1. These are petitions under Section 9 of the Arbitration & Conciliation Act though with different prayer clauses.
2. The facts of the cases reveal that the Petitioner had requested the Respondent for setting up a bagging plant and its ancillary facilities for storage of fertilizers and other notified commodities. An area of 8750 sq. mtrs. was allotted to the Petitioner.
3. An agreement was entered into on 30.03.2023 for a period of 20 years with a lock in period of five years. However, the same has been disputed by the learned Counsel for the Respondent.
4. Disputes have arisen between the parties regarding the area, the area actually allotted, and also disputes have arisen on account of a termination notice issued by the Respondent stating that the Petitioner has not fulfilled its obligations under the contract.
5. Be that as it may, since the learned Senior Counsel for the Petitioner and the learned Counsel for the Respondent are present in Court and in view of the arbitration clause, this Court gave a suggestion to the learned Counsel for the parties as to why not a Tribunal should be constituted and that these applications under Section 9 of the Arbitration & Conciliation Act be treated as applications under Section 17 of the Arbitration & Conciliation Act for the Tribunal to decide.
6. Learned Senior Counsel for the Petitioner states that the Petitioner has



nominated Justice Vipin Sanghi, former Chief Justice of the High Court of Uttarakhand as their nominee arbitrator. The Respondent, being a public sector undertaking, is requested to appoint its nominee arbitrator within a period of five days from today.

7. The Arbitrators are requested to nominate a presiding Arbitrator. In view of the fact that the notice of termination dated 06.12.2025 states that the agreement would be terminated with effect from 05.01.2026, an endeavour can be made by the Arbitral Tribunal to conclude these applications under Section 9 of the Arbitration & Conciliation Act - which are to be considered as applications under Section 17 of the Arbitration & Conciliation Act, before 05.01.2026 or pass orders which the Arbitral Tribunal deems appropriate to meet the ends of justice.

8. With these observations, the petitions are disposed of along with pending application(s), if any.

9. It is made clear that this Court has not made any observation on the merits of the case.

10. The Arbitral Tribunal is at liberty to take a decision as to whether the payment of fee should be made in accordance with Fourth Schedule of the Arbitration & Conciliation Act or as per the fee schedule of the DIAC.

SUBRAMONIUM PRASAD, J

DECEMBER 16, 2025

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