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

+ **ARB.P. 2100/2025**

RAMAGUNDAM FERTILIZERS AND CHEMICALS LIMITED

.....Petitioner

Through: Mr. Rijul Singh Uppal, Advocate

versus

M/S EDUTEK INSTRUMENTATION

.....Respondent

Through: Mr Rajesh Kumar, Mr Amit Rana,
Ms. Vaishali Mangal, Advocates

CORAM:

HON'BLE MR. JUSTICE SUBRAMONIUM PRASAD

ORDER

% **23.12.2025**

I.A. 31850/2025 (Exemption)

Allowed, subject to all just exceptions.

ARB.P. 2100/2025

1. This is a petition under Section 11(6) of the Arbitration & Conciliation Act for appointment of an Arbitrator to adjudicate the disputes which have arisen between the parties.

2. The facts of the reveal that the Petitioner issued a Notice Inviting Tender for supply and installation of five lab equipment and *vide* Letter of Award dated 23.03.2019 and a Purchase Order was issued in favour of the Respondent on 15.04.2019.

3. It is stated that the Respondent delivered the equipment to the Petitioner on 30.08.2019. However, there was deficiency in three out of five



equipment supplied by the Respondent. It is stated that despite various reminders by the Petitioner, the Respondent did not fulfil its obligations under the contract.

4. It is stated that a legal notice dated 03.06.2025 was issued to the Respondent seeking refund of monies paid to the Respondent. Since the said legal notice was not replied by the Respondent, the Petitioner issued notice dated 22.09.2025 under Section 21 of the Arbitration & Conciliation Act invoking arbitration.

5. In reply to the notice under Section 21 of the Arbitration & Conciliation Act, the Respondent refused to consent for appointment of an Arbitrator and therefore the Petitioner has approached this Court by filing the instant petition.

6. The General Terms & Conditions of the Notice Inviting Tender contains an arbitration clause. The seat of arbitration is Delhi.

7. Learned Counsel for the Respondent appears on advance notice.

8. Learned Counsel for the Respondent vehemently contends that the issue is *ex facie* and *prima facie* barred by limitation. He relies on the judgment passed by the Apex Court in Arif Azim Co. Ltd. v. Aptech Ltd., **2024 SCC OnLine SC 215**.

9. *Per contra*, learned Counsel for the Petitioner relies on the Judgment passed by the Apex Court in SBI General Insurance Co. Ltd. v. Krish Spinning, **2024 SCC OnLine SC 1754**.

10. Since there have been repeated correspondence between the parties, the question as to whether the claims would be *ex facie* barred by limitation would be an issue that needs to be adjudicated upon by the Arbitrator and this Court is not going into that issue at this juncture as the golden rule laid



down by the Apex Court is '*when in doubt, refer*'.

11. Accordingly, Mr. Srivats Kaushal, Advocate (Mob No:9999318720) is appointed as the Sole Arbitrator to adjudicate upon the disputes between the parties.

12. It is made clear that this Court has not made any observation on the issue of limitation and it is for the Arbitrator to take a decision on the said aspect.

13. The fees of the learned Sole Arbitrator shall be fixed as per the Fourth Schedule of the Arbitration & Conciliation Act, 1996.

14. The learned Arbitrator is also requested to file the requisite disclosure under Section 12(2) of the Arbitration & Conciliation Act, 1996 within two weeks of entering into reference.

15. All rights and contentions of the parties in relation to the claims/counter-claims are kept open, to be decided by the learned Arbitrator on their merits, in accordance with law.

16. Needless to say, nothing in this order shall be construed as an expression of this Court on the merits of the contentions of the parties.

17. The petition is disposed of along with pending application(s), if any.

SUBRAMONIUM PRASAD, J

DECEMBER 23, 2025

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