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

\# **CNR No. DLHC010030042026**

\+ ARB.P. 202/2026

RAJADHIRAJ TIRUPANI VINAYAK NATRAJ PVT LTD .....Petitioner

Through: Mr. Sandeep Bajaj, Ms. Aakanksha Nehra, Ms. Muskan Sengar and Mr. Abhinav Aggarwal, Advocates.

versus

BALASORE ALLOYS LIMITED & ANR. .....Respondents

Through: Mr. Naveen Kumar and Mr. Sudhanshu Pathak, Advocates for R-1. (through VC).

Mr. Karan Valecha and Ms. Shivangi Khandelwal, Advocates for R-2 (through VC).

\# **CNR No. DLHC010032342026**

\+ ARB.P. 216/2026 & I.A. 2726/2026

BALASORE ALLOYS LIMITED .....Petitioner

Through: Mr. Naveen Kumar and Mr. Sudhanshu Pathak, Advocates. (through VC).

versus

RAJADHIRAJ TIRUPANI VINAYAK NATRAJ PVT LTD .....Respondent

Through: Mr. Sandeep Bajaj, Ms. Aakanksha Nehra, Ms. Muskan Sengar and Mr. Abhinav Aggarwal, Advocates.

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CORAM:
HON'BLE MR. JUSTICE PRATEEK JALAN

O R D E R

% 12.10.2026

I.A. 2538-2539/2026 & I.A. 2727/2026 *(for exemption)*

Exemption allowed, subject to all just exceptions.

The applications stand disposed of.

ARB.P. 202/2026 & ARB.P. 216/2026 & I.A. 2726/2026

1. These two petitions have been filed under Section 11 of the Arbitration and Conciliation Act, 1996 ["the Act"], by Rajadhiraj Tirupani Vinayak Natraj Pvt. Ltd. ["Rajadhiraj"] and M/s Balasore Alloys Limited ["Balasore"], seeking appointment of an arbitrator to adjudicate the disputes arising out of an Agreement dated 30.05.2022 and a Loan Agreement of the same date. Both agreements refer to Rajadhiraj and Balasore as parties, with Olifantt Resources Limited ["Olifantt"] being described as an acknowledging party. Subsequently, Olifantt executed a Deed of Guarantee dated 24.08.2022 in favour of Rajadhiraj, which also contains an arbitration clause.

2. I have heard Mr. Sandeep Bajaj, learned counsel for Rajadhiraj, Mr. Naveen Kumar, learned counsel for Balasore, and Mr. Karan Valecha, learned counsel for Olifantt.

3. In ARB.P. 202/2026, Rajadhiraj is the petitioner, while Balasore and Olifantt have been impleaded as respondents. Rajadhiraj relies upon a legal notice dated 20.01.2026, addressed to both Balasore and Olifantt, whereby it invoked arbitration in respect of disputes arising under the Agreement dated 30.05.2022. The notice, however, does not specifically

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refer to the Deed of Guarantee dated 24.08.2022, executed by Olifantt in favour of Rajadhiraj, which also contains an arbitration clause.

4. ARB.P. 216/2026 has been filed by Balasore, with Rajadhiraj impleaded as a respondent. Balasore relies upon its letter dated 29.12.2025, whereby it invoked arbitration in respect of the disputes between the parties.

5. The existence of the arbitration clause in the agreement dated 30.05.2022, and invocation thereof, are not disputed. Although the amenability of Olifantt to be impleaded as a party to the proceedings, is a matter which requires consideration, learned counsel for the parties agree that this may be left open for the arbitrator to consider.

6. Having regard to the aforesaid, and with the consent of learned counsel for the parties, the petitions are disposed of with the following directions:

a) The disputes between Rajadhiraj and Balasore arising out of the Agreement dated 30.05.2022 and the Loan Agreement of the same date [Documents Nos. 1 and 2 annexed to ARB.P. 202/2026] are referred to arbitration.

b) Hon'ble Mr. Justice Uday Umesh Lalit, former Chief Justice of India [Tel.: 9811395363; e-mail: *uday.lalit@gmail.com*, *pstouul@gmail.com*] is appointed as the Arbitrator to adjudicate the disputes between Rajadhiraj and Balasore arising out of the aforesaid agreement.

c) The arbitral proceedings shall be conducted under the aegis of the Delhi International Arbitration Centre ["DIAC"] and in accordance with the DIAC Rules, including the provisions

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governing the remuneration of the learned Arbitrator.

d) The learned Arbitrator is requested to furnish the requisite declaration under Section 12 of the Act, before entering upon the reference.

e) Since Balasore invoked arbitration first, it shall be treated as the claimant in the arbitral proceedings. Rajadhiraj shall, however, be at liberty to raise a counter-claim in the same proceedings.

f) Rajadhiraj shall also be at liberty to apply to the learned Sole Arbitrator for impleadment of Olifantt in the arbitral proceedings. Any such application shall be considered and decided on its own merits and in accordance with law.

7. It is clarified that this Court has not expressed any opinion on the merits of the disputes or the objections raised by the respondents. All rights and contentions of the parties, including those concerning the arbitrability and maintainability of the claims and the merits of the disputes, are left open for consideration and adjudication by the learned Sole Arbitrator.

8. The petitions, alongwith any pending applications, stand disposed of in the above terms.

PRATEEK JALAN, J

OCTOBER 12, 2026
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