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

+ **ARB.P. 333/2026 & I.A. 4654/2026**

IFFCO KISAN SUVIDHA PVT LTD

.....Petitioner

Through: Mr. Ashish Kr Gupta, Mr. Anuj
Kumar, Mr. Sachin Tanwar, Mrs.
Pooja Gupta, Advocates

versus

AWADH FOODS INDUSTRIES

.....Respondent

Through: Mr. Sanjay Kumar Pandey, Mr.
Saurabh Kumar Singh, Mr. Vineet
Singh, Advocates

CORAM:

HON'BLE MR. JUSTICE SUBRAMONIUM PRASAD

ORDER

% **16.04.2026**

**THIS MATTER HAS BEEN HEARD THROUGH VIDEO-
CONFERENCING**

1. This is a petition under Section 11(6) of the Arbitration & Conciliation Act, 1996, for the appointment of an Arbitrator to adjudicate the disputes which have arisen between the parties.

2. It is stated that the Petitioner and the Respondent entered into an agreement dated 11.03.2022. The agreement indicates that the Respondent is engaged in the manufacturing of poultry and cattle feed. The Petitioner, on the other hand is engaged in the business of providing rural centric information through telecom, communication, information technology, broadcasting and other technology in agri business services.



3. It is the case of the Petitioner that as of October 2023, an amount of Rs.39,56,337/-has not been duly accounted in the books of accounts of the Respondent. It is stated that the Petitioner reconciled their accounts, and it was found that an amount of Rs. 33,85,000/- was lying outstanding, to be paid by the Respondent to the Petitioner.
4. It is stated that an amount of Rs.17,41,923/- was found to be due and payable by the Respondent as on 27.02.2025, post the reconciliation talks.
5. It is stated that since disputes arose between the parties on account of the outstanding amounts due and payable to the Petitioner, a notice under Section 21 of the Arbitration & Conciliation Act, 1996, was issued by the Petitioner on 10.11.2025, which has not been replied to by the Respondent, leading to the filing of the present petition.
6. Clause 15 of the agreement contains an arbitration clause, which reads as under:-

“Arbitration and Jurisdiction:

In case of any dispute or controversies and/ or claims arising out of or relating to this agreement, or difference as to the validity of this Agreement or interpretation or any of the provisions of this Agreement, the same shall be resolved by mutual discussion. If the parties fail to settle the dispute or difference mutually, then the same shall be settled by Arbitration to be held in Delhi in accordance with the provisions of the Arbitration and Conciliation Act, 1996, or any statutory amendments thereof and shall be referred to the arbitration of one arbitrator to be jointly appointed by the Parties, failing which, to an arbitral tribunal consisting of three arbitrators, one to be appointed by each party and the two so appointed shall forthwith appoint a third arbitrator. The language of arbitration shall be English. The Courts of Delhi will



have the jurisdiction in case of any dispute. ”

7. Notice in the present petition was issued on 19.02.2026. Learned Counsel on behalf of the Respondent enters appearance.

8. A perusal of the arbitration clause and the documents on record indicates that disputes have arisen between the parties under the agreement.

9. Accordingly, Ms. Aanchal Tandon, Advocate, (Mob No: 9810410515) is appointed as the Sole Arbitrator to adjudicate upon the disputes between the parties.

10. The arbitration would take place under the aegis of the Delhi International Arbitration Centre (DIAC) and would be subject to its rules and regulations. The learned Arbitrator shall be entitled to fees as per the Schedule of Fees maintained by the DIAC.

11. The learned Arbitrator is also requested to file the requisite disclosure under Section 12(2) of the Arbitration & Conciliation Act within three weeks of entering reference.

12. 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.

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

14. The present Petition stands disposed of in the above terms along with pending application(s), if any.

SUBRAMONIUM PRASAD, J

APRIL 16, 2026

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