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

Date of decision: 07.05.2026

+ **O.M.P.(I) (COMM.) 126/2026**

NAARNI TECHNOLOGY SOLUTIONS PRIVATE LIMITEDPetitioner

Through: Mr. Nikhil Singhvi, Mr.
Obhirup Ghosh and Mr.
Sanyam Kumar, Advocate.

versus

AZAD INDIA MOBILITY LIMITED (FORMERLY INDIAN BRIGHT STEEL CO. LTD.) AND ANRRespondents

Through: Mr. Mayank Jain, Mr. Saurabh Seth Adv, Mr. Madhur Jain, Mr. Arpit Goel, Ms. Rachel Raju Alice and Mr. Deepak Jain, Advocates. for R-1.
Mr. Advocate for R-2
(Appearance not given)

**CORAM:
HON'BLE MR. JUSTICE HARISH VAIDYANATHAN SHANKAR**

% **JUDGMENT (ORAL)**

1. The present Petition, filed under Section 9 of the **Arbitration and Conciliation Act, 1996¹**, seeks the following reliefs:

“a) Restrain the Respondent No. 1 from selling, alienating, transferring, or creating any third-party rights in respect of all its inventory comprising of chassis, buses etc. in all its depots / plants / during the present proceedings and / or during arbitration

¹ The Act



proceedings;

and/or;

b) Direct Respondent No. 1 to disclose on affidavit the details of its inventory, stock and Purchase Orders issued by Respondent No. 2 and the Proforma / Tax Invoices issued by Respondent No. 1 to Respondent No. 2;

c) Appoint Local Commissioner(s) to inspect the depot of Respondent No. 2 at 25-168/ 1, NH-16 Service Road, Namburu Village, Pedkakani Amravati, Guntur, Andra Pradesh 522508, and prepare an inventory of the buses, directly supplied by Respondent No. 1 to Respondent No. 2.

d) Pass any such further Order(s) that this Hon'ble Court may deem fit and proper in the facts and circumstances of the present case.”

2. On the last date of hearing, being 15.04.2026, learned counsel for the Petitioner and Respondent no. 1 were *ad idem* that instead of adjudication of the present Petition on merit, the dispute may be referred to arbitration. However, due to the absence of Respondent no. 2, the matter was stood over.

3. Today, learned counsel representing Respondent no. 2 has entered appearance. She, on instructions, submits that Respondent no. 2 has no objection to the present dispute being referred to arbitration.

4. In view of the consensus of the parties, this Court is of the view that there is no impediment in referring the present dispute to arbitration. The parties are also *ad idem* that the statutory mandate of a Notice under Section 21 of the Act and the filing of a Petition under Section 11 of the Act be dispensed with.

5. It is submitted that the underlying value of the claims raised by the Petitioner herein is approximately Rs. 16 crores.

6. Learned counsel for the Respondents submit that they have



counterclaims to the tune of approximately Rs. 10 crores or more.

7. At this juncture, this Court also deems it appropriate to reproduce the Dispute Resolution Clause, being clause 12.3, as envisaged in the Tripartite Bus Sale Agreement dated 19.03.2025, which reads as under:

“12.3 Dispute Resolution

- (a) If any dispute, controversy or claim among the Parties (or any one of them) arises out of or in connection with this Agreement, including any questions regarding its existence, validity or termination of this Agreement (a "**Dispute**"), the relevant Party shall attempt to first resolve such Dispute through discussions between senior representatives of the Claimant (defined below') and the Respondent (defined below).
- (b) If a Party ("**Claimants**") gives notice that a Dispute has arisen ("**Dispute Notice**") to one or more other Parties ("**Respondents**") and the Dispute is not resolved through such discussions within 30 (thirty) days, the Dispute shall be finally submitted to arbitration.
- (c) Any Dispute shall be referred to and finally resolved by by the arbitration under the Arbitration & Conciliation Act, 1996 by a sole arbitrator to be mutually appointed by the Parties specifically in writing. The venue and seat of the arbitration shall be New Delhi, India and the language of the arbitration shall be English.
- (d) The Parties shall co-operate in good faith to expedite (to the maximum extent practicable) the conduct of any arbitral proceedings commenced under this Agreement.
- (e) No Party or Person involved in any way in the initiation, coordination or operation of the arbitration of any Dispute may disclose the existence, content or results of the Dispute or any arbitration conducted under this Agreement in relation to that Dispute subject to any Applicable Laws or mandated under any statutory disclosure.
- (f) Any award made by the arbitral tribunal shall be final and binding on each of the Parties that are parties to the Dispute.
- (g) Nothing shall preclude either Party from seeking interim or permanent equitable or injunctive relief, or both, from any court having jurisdiction to grant the same. The pursuit of equitable or



injunctive relief shall not be a waiver of the duty of the Parties to pursue any remedy for monetary damages through the arbitration described in this Clause 23.

- (h) Parties shall ensure that during and pending the process of Dispute Resolution the Parties shall continue the performance of its obligations under this Agreement. There shall not be any stoppage of work or break in the performance of either Party's obligations under this Agreement and the Other Party shall continue to make the payments required to be made except those payments, which are subject matter of Dispute."

8. Accordingly, this Court hereby requests **Ms. Neelima Tripathi, Senior Advocate (Mobile No. 9810099919)** to enter upon the reference and adjudicate the disputes *inter se* the parties.

9. The learned Sole Arbitrator may proceed with the arbitration proceedings, subject to furnishing to the parties the requisite disclosures as required under Section 12(2) of the Act within a week of entering the reference.

10. The learned Arbitrator shall be entitled to a fee in accordance with the Fourth Schedule of the Act or as may otherwise be agreed to between the parties and the learned Arbitrator.

11. The parties shall share the learned Arbitrator's fee and arbitral costs equally.

12. The present Petition under Section 9 of the Act be treated as an Application under Section 17 of the Act. The learned Arbitrator is requested to take up the said Application as expeditiously as possible upon entering into reference.

13. The Registry is directed to forward a copy of this order to the learned Arbitrator through all permissible modes, including electronic means.



14. All rights and contentions of the parties are kept open, to be decided by the learned Sole Arbitrator on their merits, in accordance with law.

15. Needless to state, nothing in this Order shall be construed as an expression of opinion of this Court on the merits of the controversy.

16. Accordingly, the present Petition, along with pending Application(s), if any, stands disposed of in the aforesaid terms.

HARISH VAIDYANATHAN SHANKAR, J.
MAY 07, 2026/LP/va