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

+ **ARB.P. 873/2026**

DELHI DYEING MILLS

.....Petitioner

Through: Mr. A.S. Kulshrestha and Mr.
Srajan.S. Kulshrestha, Advocates

versus

INDRAPRASTHA GAS LIMITED

.....Respondent

Through: Mr. Kapil Sankhla, Mr. Saurabh
Gangwar and Ms. Richa Sharma,
Advocates

CORAM:

HON'BLE MR. JUSTICE SUBRAMONIUM PRASAD

ORDER
14.05.2026

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1. The present petition has been filed under Section 11 of the Arbitration and Conciliation Act, 1996 by the Petitioner seeking appointment of an Arbitrator to adjudicate upon the disputes between the Parties under a Gas Sale Agreement dated 28.03.2023 (*hereinafter referred to as "Agreement"*).
2. Article 24 of the Agreement is a Dispute Resolution Clause which reads as under:

"Article 24 DISPUTE RESOLUTION:

i. The SELLER and the BUYER shall make every effort to resolve amicably, by direct informal negotiations, any disagreement(s) or the dispute(s) arising between both the parties in relation to or in connection with this GSA whether directly or indirectly.



ii. If any dispute or difference of any kind whatsoever shall arise out of this GSA (and whether before or after the termination or breach of this GSA) parties hereto shall promptly and in good faith negotiate with a view to its amicable resolution and settlement.

iii. In the event, no amicable resolution or settlement is reached within a period of 30 days from the date on which dispute difference arose (in writing), On invocation of the Arbitration clause by either Party, IGL may suggest a panel of three independent and distinguished persons and inform the same to the other party, other party to select any one among them to act as the sole arbitrator. In the event of failure of the other party to select the sole arbitrator within 30 days from the receipt of the communication suggesting the panel of arbitrators, the right of selection of sole arbitrator by the other party shall stand forfeited and IGL shall have right to proceed with the appointment of the sole arbitrator. In such case, the decision of IGL on the appointment of Sole Arbitrator shall be final and binding on the parties. The Parties to the dispute will share equally the cost of arbitration as intimated by the arbitrator.

(iv) The decision of the Arbitral Tribunal shall be final and binding on both the parties. The place of Arbitration shall be New Delhi, and the language of the arbitration should be in English.”

3. When this Court put a pointed question to the learned Counsel for the Petitioner as to whether any steps have been taken for resolution of disputes in terms of dispute resolution clause, the learned Counsel for the Petitioner states that steps will be taken.

4. On a suggestion of this Court, learned Counsel for the Petitioner seeks permission to withdraw the present petition with liberty to file a fresh



petition in case settlement does not take place between the Parties.

5. Permission and liberty, as sought for, are granted.

6. The petition is disposed of as withdrawn, along with pending application(s), if any. It is made clear that this Court has not made any observations on the merits of the case.

7. It is expected that the Respondent, which is a public sector undertaking, would act in accordance with law while considering the disputes raised by the Petitioner.

SUBRAMONIUM PRASAD, J

MAY 14, 2026

S. Zakir