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

Date of decision: 13th JANUARY, 2026

IN THE MATTER OF:

\+ **ARB.P. 1677/2025**

DEEPALI KHANNA .....Petitioner

Through: Mr. Samiron Borkataky and Ms. Madhupreeta Nayak, Advocates

versus

GLOBAL ALLIANCE FOR IMPROVED NUTRITION GAIN THROUGH ITS LIAISON OFFICE, INDIA .....Respondent

Through: Mr. Surya Kapoor, Advocate

CORAM:
HON'BLE MR. JUSTICE SUBRAMONIUM PRASAD

JUDGMENT

1. This Petition has been filed under Section 11(6) of the Arbitration and Conciliation Act, 1996 seeking appointment of an Arbitrator to adjudicate upon the disputes which have arisen between the parties under the Employment Contract dated 15.03.2017.

2. It is stated that the Petitioner herein joined the Respondent on 15.03.2017 as a Finance and Accounts Officer under a renewable Employment Contract. It is stated that over the years, her contract was periodically renewed through addendums dated 07.02.2019, 05.03.2020, 28.05.2021, 01.06.2022, and 30.06.2023, and she rose to the position of Finance and Administration Manager, handling significant financial responsibilities and supervising a substantial portion of the India office workforce. It is stated that on 04.03.2024/.05.03.2024, the Petitioner's Reporting Manager (RM) requested her credentials and documents for

processing her promotion, confirming that she was eligible for advancement. It is stated that in compliance with the requirements, the Petitioner completed a Professional Development Plan (PDP) and received a certificate of completion on 25.03.2024, indicating her qualification for promotion. It is stated that on 02.04.2024, the RM communicated that the Petitioner's promotion would be submitted to the Performance Review Committee, indicating that the promotion process had progressed substantially. It is stated that on the same date, the Respondent herein circulated a humane layoff and redundancy policy prescribing notice periods, severance benefits, and transition support for affected employees. It is stated that around the third week of April 2024, the Petitioner informed the RM and another senior member of the Respondent Organisation about her pregnancy during a Microsoft Teams call. Subsequently, on 06.05.2024, the RM raised concerns regarding the Petitioner's leave history via email. It is stated that on 09.05.2024, the RM unilaterally withdrew the Petitioner's promotion in a meeting, without prior discussion or formal justification. It is stated that the Petitioner sought clarification and reconsideration by email dated 14.05.2024, but received no response. It is stated that on 20.05.2024, the Petitioner formally informed the Respondent/Organisation of her pregnancy and her intention to commence maternity leave from 29.07.2024. It is stated that the Respondent/Organisation issued a Maternity Leave Letter dated 27.05.2024, confirming maternity leave from 29.07.2024 to 12.02.2025. It is stated that the Petitioner remained on maternity leave 29.07.2024 to 21.02.2025.

3. It is stated that in November 2024, during the subsistence of Petitioner's employment, the Respondent engaged a finance and accounting

consultant whose responsibilities overlapped with those of the Petitioner, despite claims of there being financial constraints in the Respondent. It is stated that in February 2025, shortly before re-joining, the Petitioner herein sent e-mails to the RM requesting for a phased re-entry and hybrid working arrangement. It is stated that the RM was unavailable to discuss the same, and the Petitioner was allegedly pressured to mark working hours as leave.

4. It is stated that on 11 March 2025, the Petitioner received a renewal addendum for extension of her employment contract from the Respondent's HR representative and she was asked to submit supporting documents. It is stated that the Petitioner duly executed and submitted the documents. However, the RM did not process or sign the renewal, and repeated reminders sent on 07.05.2025 and 08.05.2025 went unanswered.

5. It is stated that on 23.05.2025, the Respondent abruptly terminated the Petitioner's employment, citing "funding issues" and characterising the action as a layoff. It is stated that the Petitioner submitted a detailed Objection to Termination Letter on 25.05.2025, disputing the grounds of termination. *Vide* reply dated 26.05.2025 the Respondent upheld the termination without providing substantive justification. On 27.05.2025, the Petitioner escalated her grievance to senior officials, alleging discrimination, harassment, and unfair treatment. It is stated that on 02.06.2025, the RM issued a communication confirming the end of the Petitioner's contract and outlining settlement terms purportedly in accordance with the employment contract

6. It is stated that the Petitioner sent a Legal Notice dated 19.06.2025 to the Respondent seeking compensation, transparency regarding the alleged redundancy, and redressal of her grievances. *Vide* reply dated 04.07.2025,

the Respondent denied all the claims of the Petitioner.

7. A Notice Invoking Arbitration under Clause 19 of the employment contract was issued by the Petitioner on 12.08.2025, nominating a sole arbitrator to adjudicate the disputes arising from her termination and alleged discrimination. The Respondent, by reply dated 09.09.2025, refused to consent to arbitration. Thereafter, the Petitioner has approached this Court by filing the present Petition.

8. At the outset it is pertinent to reproduce Clause 19 of the Employment Contract which contains the Arbitration Clause and the same reads as under:

> "***19***. *Dispute Resolution and Governing Law*
>
> ***19.1*** *All disputes or differences whatsoever arising shall be first mutually resolved.*
>
> ***19.2*** *Differences which cannot be mutually resolved shall be referred to Arbitration. Arbitration shall be conducted in accordance with the Arbitration and Conciliation Act, 1996 to be conducted in English language at New Delhi, India.*
>
> ***19.3*** *Any disputes under this contract shall subject to the laws of India and exclusive jurisdiction of the courts at New Delhi."*

9. Notice in the present Petition was issued on 13.10.2025.

10. Learned Counsel appearing for the Respondent has stated that the Respondent is an Independent Non-Profit Foundation headquartered in Switzerland. It is the case of the Respondent that the Respondent Foundation is established under Article 80 of the Swiss Civil Code to reduce malnutrition by supporting food fortification and other sustainable nutrition strategies in order to save lives and improve healthier productivity and

cognitive function. It is the case of the Respondent that since the Respondent is not an Indian entity and, therefore, the arbitration becomes an 'International Arbitration' and this Court does not have the jurisdiction to entertain the present Petition under Section 11 (9) of the Arbitration and Conciliation Act, 1996. It is further stated by the learned Counsel for the Respondent that the claims raised by the Petitioner are not arbitrable as the Petitioner seeks to enforce a contract of employment and, therefore, the claim of the Petitioner is barred by law. Learned Counsel for the Respondent has placed reliance on Section 14(d) of the Specific Relief Act, 1963 to contend that the present Petition is not maintainable as the Petitioner is seeking extra-contractual relief after she has received her contractual entitlements and, therefore, the present Petition is an abuse of the process of law. Learned Counsel appearing for the Respondent further contends that the Respondent/Foundation is working in India since 2003 and the Respondent is only a liason office of the Foundation and therefore, it does not have a separate legal identity. He further states that the Respondent is not a proper party for the present dispute as the Respondent, being a liason office, does not have the signing powers on behalf of the Head Office except than those required for normal functioning of the office. He states that the Employment Contract and the job description does not form a part of the activities contemplated as normal functioning of the office and, therefore, the present Petition is not maintainable. He states that the contract in question was in fact a contract for providing consultancy services and, therefore, the dispute between the Petitioner and the Respondent is of commercial in nature and only Supreme Court has the jurisdiction to entertain such a dispute. To substantiate his argument, learned Counsel for the Respondent places reliance on the Judgment of the Apex Court in Comed Chemicals Ltd. v. C.N. Ramchand, **(2009) 1 SCC 91** and Dushyant Janbandhu v. Hyundai Autoever India Pvt. Ltd., **2024 SCC OnLine SC 3691.**

11. *Per contra*, learned Counsel appearing for the Petitioner contends that the Contract for employment cannot be termed as commercial and, therefore, Section 2(1)(f) of Arbitration and Conciliation Act, 1996, has no application to the present case. To buttress his argument, he places reliance on the Judgment of a co-ordinate Bench of this Court in ARM Digital Media (P) Ltd. v. Ritesh Singh, **2025 SCC OnLine Del 8719.**

12. The Employment Contract was entered into between the Petitioner and the Global Alliance for Improved Nutrition Liaison Office, D-2, Commercial Tower, The Edenpark Hotel (Qutab Hotel), Qutab Institutional Area, Shaheed Jeet Singh Marg, New Delhi 110016, India. The Employment Contract contains an Arbitration Clause and the seat of Arbitration is given as New Delhi. As per the Employment Contract dated 14.02.2017, the Petitioner herein joined the Respondent as a Finance and Accounts Officer. The initial period of employment was two years and the place of employment was in Delhi and the Petitioner was to receive a gross salary of Rs.8,04,300/- which was to be paid in 12 monthly instalments to the Petitioner and the applicable income tax was to be deducted at source as per the local law. Under the Contract, the Respondent was to contribute 10% of the Petitioner's salary towards retirement benefits. Under Clause 9 of the Contract, the Petitioner was entitled to take Annual leave of 20 working days per year, Public holidays of 12 working days per year, Casual leave of 10 working days per year and Medical leave of 12 days per year. Under Clause 10 of the Contract, the Petitioner was entitled to maternity leave of

up to six months after the birth of the child. The said clause also provides for the remuneration to be paid under the maternity leave. Clause 19 of the Contract provides for Dispute Resolution and Clause 19.2 is the arbitration clause.

13. A reading of the Contract dated 14.02.2017, which is termed as a contract for employment, shows that the Petitioner is an employee of the Respondent.

14. In order to appreciate whether the present dispute is an international commercial arbitration or not, it is necessary to reproduce Section 2(1)(f) of the Arbitration and Conciliation Act, 1996 which defines international commercial arbitration.

15. Section 2(1)(f) of the Arbitration and Conciliation Act, 1996 reads as under:

> "*Section 2. Definitions*
>
> *(1) In this Part, unless the context otherwise requires,—*
> *.....*
> *(f) "international commercial arbitration" means an arbitration relating to disputes arising out of legal relationships, whether contractual or not, considered as commercial under the law in force in India and where at least one of the parties is—*
>
> *(i) an individual who is a national of, or habitually resident in, any country other than India; or*
>
> *(ii) a body corporate which is incorporated in any country other than India; or*
>
> *(iii) *** an association or a body of individuals whose central management and control is exercised in any*

country other than India; or

(iv) the Government of a foreign country;"

16. Commercial dispute has now been defined under Section 2(c) of the Commercial Courts Act, 2015. Section 2(c)(xviii) provides that dispute arising out of agreements for sale of goods or provision of services would fall under commercial dispute. As rightly pointed out by the learned Counsel for the Petitioner, whether an employment contract constitutes commercial dispute or not has been crystallized by a co-ordinate Bench of this Court in ARM Digital Media (supra) where it has been held as under:

> "***12***. *Section 2(1)(c) of the CC Act, defines the expression "commercial dispute" comprehensively. Section 2(1)(c) of the CC Act, inter alia, reads as under:—*
>
> > "2. *Definitions.—(1) In this Act, unless the context otherwise requires,—*
> >
> > .....
> >
> > .....
> >
> > *(c)-commercial dispute" means a dispute arising out of—*
> >
> > *(i) ordinary transactions of merchants, bankers, financiers and traders such as those relating to mercantile documents, including enforcement and interpretation of such documents;*
> >
> > *(ii) export or import of merchandise or services;*
> >
> > *(iii) issues relating to admiralty and maritime*

law;

(iv) transactions relating to aircraft, aircraft engines, aircraft equipment and helicopters, including sales, leasing and financing of the same;

(v) carriage of goods;

(vi) construction and infrastructure contracts, including tenders;

(vii) agreements relating to immovable property used exclusively in trade or commerce;

(viii) franchising agreements;

(ix) distribution and licensing agreements;

(x) management and consultancy agreements;

(xi) joint venture agreements;

(xii) shareholders agreements;

(xiii) subscription and investment agreements pertaining to the services industry including outsourcing services and financial services;

(xiv) mercantile agency and mercantile usage;

(xv) partnership agreements;

(xvi) technology development agreements;

(xvii) intellectual property rights relating to registered and unregistered trademarks, copyright, patent, design, domain names,

geographical indications and semiconductor integrated circuits;

(xviii) agreements for sale of goods or provision of services;

(xix) exploitation of oil and gas reserves or other natural resources including electromagnetic spectrum;

(xx) insurance and re-insurance;

(xxi) contracts of agency relating to any of the above; and

(xxii) such other commercial disputes as may be notified by the Central Government.

Explanation.—A commercial dispute shall not cease to be a commercial dispute merely because—

(a) it also involves action for recovery of immovable property or for realisation of monies out of immovable property given as security or involves any other relief pertaining to immovable property;

(b) one of the contracting parties is the State or any of its agencies or instrumentalities, or a private body carrying out public functions."

13. This Court in Meena Vohra, undertook a detailed and nuanced reading of Section 2(1)(c) of the CC Act. While the text of Section 2(1)(c) is inclusive and wide, the Court emphasized that the category of "commercial disputes" is not without boundaries. It covers matters arising out of commercial documents,

joint ventures, business cooperation, mercantile transactions, trade, and financial arrangements. The Court applied the principle of ejusdem generis, holding that the catch-all phrase "all other forms of business cooperation" must be interpreted in line with the preceding words, all of which relate to business, commerce, trade, industry, or commercial cooperation. Therefore, the expression does not expand to include every agreement touching upon a company or its internal governance; it must relate to a relationship that is primarily commercial in character.

14. However, even though the statutory definition is expansive, its breadth is not unrestrained. The structure of Section 2(1)(c) of CC Act reveals that every category listed shares a common commercial thread each pertains to transactions involving trade, business operations, commercial obligations, or mercantile dealings. Thus, when interpreting whether a particular dispute fits within the provision, the inquiry must focus on whether the relationship at issue arises from a commercial or business-oriented engagement, rather than merely from the fact that one of the parties is a commercial entity. This distinction becomes particularly significant when examining whether contracts rooted in personal service, such as employment agreements, possess the commercial character necessary to be brought within the ambit of a "commercial dispute."

__15__. In this backdrop, the mere presence of ancillary business-related clauses such as confidentiality, intellectual property assignment, or non-compete obligations does not metamorphose an employment contract, which is fundamentally a contract of personal service, into a commercial arrangement. This position has been affirmed by various High Courts. In Ekanek

Networks Pvt. Ltd., this Court considered whether breaches of an employment agreement containing detailed terms on remuneration, non-compete, non-solicitation, confidentiality, IP assignment, and termination could be treated as a "commercial dispute" under Section 2(1)(c)(xviii) of the CC Act. The Court held that the expression "provision of services" in the said clause must be accorded a strictly commercial connotation, and cannot be conflated with a contract of service, which is inherently a personal service relationship governed by the employer's control, supervision, and disciplinary authority. Relying on Bar of Indian Lawyers v. D.K. Gandhi14 and Ambalal Sarabhai Enterprises Ltd. v. K.S. Infraspace LLP15, the Court underscored that the Commercial Courts Act is intended to streamline adjudication of genuine mercantile and commercial disputes, and that importing ordinary employer-employee disputes into this framework would subvert the very objective of the statute.

16**. Moreover, in Elior India Food Services LLP, the Karnataka High Court emphatically rejected the attempt to give an employment contract the colour of a commercial dispute. The Court held that a claim for incentives arising from an agreement that was merely an offshoot of the Employment Agreement remained, in substance, a money claim rooted in an employer-employee relationship. The long-term incentive plan, though containing detailed terms and performance-linked conditions, was inseparably grounded in the underlying contract of employment. **Crucially, the Court noted that Section 2(1)(c)(xviii) of the CC Act, covering agreements for sale of goods or provision of services cannot be stretched to include pure contracts of personal service, which are categorically distinct from commercial agreements. It reiterated that an employment contract "cannot be given a colour of a

commercial dispute by dressing it to be a provision of services," and warned that allowing such re-characterisation would open the floodgates, clogging commercial courts and undermining the very purpose for which they were constituted. This reasoning squarely negates attempts to artificially situate employment disputes within commercial court jurisdiction.

***17**. A similar attempt to recharacterize an employment-related arrangement as a commercial dispute was expressly rejected by this Court in Rachit Malhotra. In that case, a party sought to portray an ESOP Scheme as akin to a shareholders' agreement so as to invoke Section 2(1)(c)(xii) of the CC Act. The Court unequivocally refused this contention, holding that an ESOP, even though it may incidentally relate to shareholding, remains fundamentally an incident of employment and cannot be elevated to the status of a shareholders' agreement for the purpose of attracting commercial jurisdiction. The Court emphasized that such artificial recasting of essentially employment-linked rights into the mould of commercial disputes would impermissibly dilute the statutory scheme of the CC Act and distort the jurisdictional boundaries carefully drawn by the legislature. This reasoning further reinforces the principle that employment-derived benefits whether styled as ESOPs, incentives, or long-term plans cannot be treated as commercial agreements within the meaning of Section 2(1)(c).*

***18**. Furthermore, taking the analysis a step further the foreign jurisprudence also reflects a similar approach in delineating the scope of commercial matters. The Alberta Court in Borrowski v. Heinrich Fiedler Perforiertechnik GmbH16 held categorically that an employment contract is not a commercial legal relationship, even if the employer is engaged in*

> *international trade. The House of Lords in Johnson v. Unisys Ltd.17. reiterated that employment contracts create personal service obligations that are not commercial agreements. Similarly, the Ontario Supreme Court in Ross v. Christian & Timbers Inc18 held that labour and employment contracts are not intended to fall within the scope of commercial agreements.*
>
> ***19. Thus, any dispute relating to an employment agreement cannot be treated to be a commercial dispute within the purview of Section 2(1)(c) of the CC Act."***
>
> (Emphasis Supplied)

17. Heard the learned Counsels for the parties and perused the material on record.

18. This Court is in agreement with the decision taken by the co-ordinate Bench in ARM Digital Media (supra).

19. All the characteristics of employment are present in the Contract. In view of the above, this Court is of the opinion that the disputes between the parties is not a commercial dispute under Indian law.

20. Judgments relied on by the learned Counsel for the Respondent in Comed Chemicals (supra) is not applicable to the facts of the present case for the reason that in Comed Chemicals (supra) on the facts of that case, the Court was of the opinion that the services rendered by the Respondent therein was in the nature of consultancy services as what was agreed between the parties in that case was to provide technical knowhow and expertise for which the Respondent therein was paid fees unlike the present case where remuneration of Rs.8,04,300/- which was to be paid to the Petitioner herein by the Respondent herien in 12 monthly instalments and

the Respondent was also to contribute 10% of the Petitioner's salary towards her retirement benefits. Under Clause 9 of the Contract, the Petitioner was also entitled to take leaves of different kinds and under Clause 10 of the Contract, the Petitioner was also entitled to maternity leave of up to six months after the birth of the child. All these are the characteristics of employment. Moreover, the Contract does not involve any business or trade and there is no element of commercial activity. Further, in any event, the Judgment in Comed Chemicals (supra) was pronounced before the enactment of Commercial Courts Act, 2015.

21. The contention of the learned Counsel for the Respondent that the disputes are not arbitrable, cannot be accepted by this Court in view of the settled law that the referral Court under Section 11 of the Arbitration & Conciliation Act, 1996, has to only examine the *prima facie* existence of an arbitration agreement and the determination of the substantive rights, maintainability of claims, and the issue of limitation etc., should be left to the Arbitral Tribunal. The Apex Court in Interplay Between Arbitration Agreements under Arbitration, 1996 & Stamp Act, 1899, In re, **(2024) 6 SCC 1**, has observed as under:-

> "***165***. *The legislature confined the scope of reference under Section 11(6-A) to the examination of the existence of an arbitration agreement. The use of the term "examination" in itself connotes that the scope of the power is limited to a prima facie determination. Since the Arbitration Act is a self-contained code, the requirement of "existence" of an arbitration agreement draws effect from Section 7 of the Arbitration Act. In Duro Felguera [Duro Felguera, S.A. v. Gangavaram Port Ltd., (2017) 9 SCC 729 : (2017) 4 SCC (Civ) 764] , this Court held that the*

Referral Courts only need to consider one aspect to determine the existence of an arbitration agreement — whether the underlying contract contains an arbitration agreement which provides for arbitration pertaining to the disputes which have arisen between the parties to the agreement. ***Therefore, the scope of examination under Section 11(6-A) should be confined to the existence of an arbitration agreement on the basis of Section 7. Similarly, the validity of an arbitration agreement, in view of Section 7, should be restricted to the requirement of formal validity such as the requirement that the agreement be in writing. This interpretation also gives true effect to the doctrine of competence-competence by leaving the issue of substantive existence and validity of an arbitration agreement to be decided by Arbitral Tribunal under Section 16. We accordingly clarify the position of law laid down in Vidya Drolia [Vidya Drolia v. Durga Trading Corpn., (2021) 2 SCC 1 : (2021) 1 SCC (Civ) 549] in the context of Section 8 and Section 11 of the Arbitration Act.***

166*. The burden of proving the existence of arbitration agreement generally lies on the party seeking to rely on such agreement. In jurisdictions such as India, which accept the doctrine of competence-competence, only prima facie proof of the existence of an arbitration agreement must be adduced before the Referral Court.* ***The Referral Court is not the appropriate forum to conduct a mini-trial by allowing the parties to adduce the evidence in regard to the existence or validity of an arbitration agreement. The determination of the existence and validity of an arbitration agreement on the basis of evidence ought to be left to the Arbitral Tribunal. This position of law can also be gauged from the plain language of the statute.***

167. Section 11(6-A) uses the expression "examination of the existence of an arbitration agreement". ***The purport of using the word "examination" connotes that the legislature intends that the Referral Court has to inspect or scrutinise the dealings between the parties for the existence of an arbitration agreement. Moreover, the expression "examination" does not connote or imply a laborious or contested inquiry.*** *[P. Ramanatha Aiyar, The Law Lexicon (2nd Edn., 1997) 666.]* ***On the other hand, Section 16 provides that the Arbitral Tribunal can "rule" on its jurisdiction, including the existence and validity of an arbitration agreement.*** *A "ruling" connotes adjudication of disputes after admitting evidence from the parties. Therefore, it is evident that the Referral Court is only required to examine the existence of arbitration agreements, whereas the Arbitral Tribunal ought to rule on its jurisdiction, including the issues pertaining to the existence and validity of an arbitration agreement. A similar view was adopted by this Court in Shin-Etsu Chemical Co. Ltd. v. Aksh Optifibre Ltd. [Shin-Etsu Chemical Co. Ltd. v. Aksh Optifibre Ltd., (2005) 7 SCC 234]*"

(emphasis *supplied*)

22. Similarly, the Apex Court in SBI General Insurance Co. Ltd. v. Krish Spinning, **2024 SCC OnLine SC 1754,** has observed as under:-

"***122****. Once an arbitration agreement exists between parties, then the option of approaching the civil court becomes unavailable to them. In such a scenario, if the parties seek to raise a dispute, they necessarily have to do so before the arbitral tribunal. The arbitral tribunal, in turn, can only be constituted as per the procedure agreed upon between the parties. However, if there is a failure of the agreed upon procedure, then the duty of appointing the arbitral tribunal falls upon the referral court under Section 11 of the Act, 1996. If* *the referral court, at this stage, goes beyond the scope of enquiry as provided under the section and examines the issue of "accord and satisfaction", then it would amount to usurpation of the power which the parties had intended to be exercisable by the arbitral tribunal alone and not by the national courts. Such a scenario would impeach arbitral autonomy and would not fit well with the scheme of the Act, 1996.*

*****

***125**. We are also of the view that ex-facie frivolity and dishonesty in litigation is an aspect which the arbitral tribunal is equally, if not more, capable to decide upon the appreciation of the evidence adduced by the parties. We say so because the arbitral tribunal has the benefit of going through all the relevant evidence and pleadings in much more detail than the referral court. If the referral court is able to see the frivolity in the litigation on the basis of bare minimum pleadings, then it would be incorrect to doubt that the arbitral tribunal would not be able to arrive at the same inference, most likely in the first few hearings itself, with the benefit of extensive pleadings and evidentiary material.*"

23. Since it is well-settled that referral courts should normally follow the policy of 'when in doubt, refer' and in view of the fact that disputes have certainly arisen between the parties, this Court is inclined to appoint an Arbitrator to adjudicate upon the disputes between the parties.

24. Since disputes have arisen between the parties and there is an Arbitration Clause in the Contract, this Court appoints, Ms. Arundhati Katju, Senior Advocate (Mob. No: 9910049248) as the Sole Arbitrator to adjudicate upon the disputes between the parties.

25. The arbitration would take place under the aegis of the Delhi

International Arbitration Centre (DIAC) and would abide by its rules and regulations. The learned Arbitrator shall be entitled to fees as per the Schedule of Fees maintained by the DIAC.

26. The learned Arbitrator is also requested to file the requisite disclosure under Section 12(2) of the 1996 Act within two weeks of entering on reference.

27. 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.

28. It is made clear that nothing in this order shall be construed as an expression of this Court on the merits of the contentions of the parties.

29. It is further made clear that the observations made in this Order are squarely limited to the appointment of an Arbitrator. Needless to say, it is open for the Respondent to urge its contention regarding arbitrability etc. before the Arbitrator.

30. The petition stands disposed of in the above terms, along with pending application(s), if any.

SUBRAMONIUM PRASAD, J

JANUARY 13, 2026
Rahul