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

Date of decision: 28.01.2026

\+ ARB.P. 1885/2025

M/S POURING POUNDS PVT LTD .....Petitioner

Through: Mr. Raghav Wadhwa, Mr. Amitoj Chadha and Ms. Jahnvi Ghai, Advocates.

versus

SHOOGLOO NETWORK PVT LTD (FORMERLY OMG NETWORK PVT LTD) .....Respondent

Through: Mr. Suhail Malik and Mr. Aqib Zaman, Advocates.

CORAM:
HON'BLE MR. JUSTICE HARISH VAIDYANATHAN SHANKAR

% **JUDGEMENT (ORAL)**

1. The present petition has been filed under Section 11 of the **Arbitration and Conciliation Act, 1996**[1], seeking the appointment of a Sole Arbitrator to adjudicate the disputes between the parties in terms of Clause 13 of the **Marketing Agreement dated 14.12.2021**[2].

2. The said Agreement contains an Arbitration Clause, being Clause 13, which reads as under:

> **"13. ARBITRATION:**
> 13.1 The Parties shall endeavour to amicably settle and mutually resolve any dispute arising out of or in relation to this Agreement.
> 13.2 In the event Parties are unable to resolve the dispute or difference amicably within 30 (Thirty) days of receipt of written notice from the other Party about existence of such dispute, either

[1] The Act
[2] Agreement

> Party may refer such dispute or difference to arbitration to be conducted under the aegis of a sole arbitrator jointly appointed by the Parties. In case the Parties fail to appoint an arbitrator, within 30 (Thirty) days from the submission of dispute for settlement through arbitration, the arbitrator shall be appointed in accordance with the provisions of the Arbitration and Conciliation Act, 1996. The seat and venue of arbitration shall be New Delhi and the arbitration shall be conducted in the English language.
> 13.3 The arbitration shall be conducted in accordance with the Arbitration and Conciliation Act, 1996 and the rules made thereunder. The Parties agree that they shall bear their respective costs incurred towards the arbitration.
> 13.4 The decision of the arbitrator shall be final, binding and non appealable except in the event of manifest error, In those instances where the dispute or difference referred to arbitration relates to or involves any matter or thing in respect of which the decision, opinion or determination is final and binding on Parties in terms of the Agreement, such decision, opinion and/or determination as the case may be, shall be final, binding, and not subject to further appeal.
> 13.5 Notwithstanding anything contained in this Agreement, both Parties acknowledge and agree that the covenants and obligations with respect to the matters covered by this Agreement and set forth herein relate to special, unique and extraordinary matters, and that a violation of any of the terms of such covenants and obligations will cause irreparable loss and injury to the aggrieved Party, Therefore, notwithstanding the provisions of this Agreement, either Party shall be entitled to approach any appropriate forums for obtaining an injunction, restraining order or such other equitable relief as a court of competent jurisdiction may deem necessary or appropriate.
> 13.6 - This clause 13 shall survive termination of the Agreement."

3. The material on record indicates that the Petitioner herein invoked arbitration in terms of Section 21 of the Act *vide* legal notice dated 19.07.2025.

4. This Court is cognizant of the scope of examination and interference at the stage of a Petition under Section 11(6) of the Act. The law with respect to the scope and standard of judicial scrutiny under Section 11(6) of the Act has been fairly well settled. A Coordinate bench of this Court, in ***Pradhaan Air Express Pvt Ltd v.***

Air Works India Engineering Pvt Ltd[3], has extensively dealt with the scope of interference at the stage of Section 11. The Court, in the said judgment, held as under:-

> **9.** The law with respect to the scope and standard of judicial scrutiny under Section 11(6) of the 1996 Act has been fairly well settled. The Supreme Court in the case of ***SBI General Insurance Co. Ltd.* v. *Krish Spinning***, while considering all earlier pronouncements including the Constitutional Bench decision of seven judges in the case of ***Interplay between Arbitration Agreements under the Arbitration & Conciliation Act, 1996 & the Indian Stamp Act, 1899***, In *re* has held that scope of inquiry at the stage of appointment of an Arbitrator is limited to the extent of *prima facie* existence of the arbitration agreement and nothing else.
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> **10.** It has unequivocally been held in paragraph no. 114 in the case of ***SBI General Insurance Co. Ltd***. that observations made in ***Vidya Drolia* v. *Durga Trading Corpn.***, and adopted in ***NTPC Ltd.* v. *SPML Infra Ltd.***, that the jurisdiction of the referral court when dealing with the issue of "accord and satisfaction" under Section 11 extends to weeding out *ex-facie*non-arbitrable and frivolous disputes would not apply after the decision of *Re : Interplay*. The abovenoted paragraph no. 114 in the case of *SBI General Insurance Co. Ltd.* reads as under:—
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> > *"114. In view of the observations made by this Court in* In Re : Interplay *(supra), it is clear that the scope of enquiry at the stage of appointment of arbitrator is limited to the scrutiny of prima facie existence of the arbitration agreement, and nothing else. For this reason, we find it difficult to hold that the observations made in* Vidya Drolia *(supra) and adopted in* NTPC *v.* SPML *(supra) that the jurisdiction of the referral court when dealing with the issue of "accord and satisfaction" under Section 11 extends to weeding out ex-facie non-arbitrable and frivolous disputes would continue to apply despite the subsequent decision in* In Re : Interplay *(supra)."*
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> **11.** *Ex-facie* frivolity and dishonesty are the issues, which have been held to be within the scope of the Arbitral Tribunal which is equally capable of deciding upon the appreciation of evidence adduced by the parties. While considering the aforesaid pronouncements of the Supreme Court, the Supreme Court in the case of ***Goqii Technologies (P) Ltd.* v. *Sokrati Technologies (P) Ltd.***, however, has held that the referral Courts under Section 11

[3] 2025 SCC OnLine Del 3022

must not be misused by one party in order to force other parties to the arbitration agreement to participate in a time-consuming and costly arbitration process. Few instances have been delineated such as, the adjudication of a non-existent and *malafide* claim through arbitration. The Court, however, in order to balance the limited scope of judicial interference of the referral Court with the interest of the parties who might be constrained to participate in the arbitration proceedings, has held that the Arbitral Tribunal eventually may direct that the costs of the arbitration shall be borne by the party which the Arbitral Tribunal finds to have abused the process of law and caused unnecessary harassment to the other parties to the arbitration.

12. It is thus seen that the Supreme Court has deferred the adjudication of aspects relating to frivolous, non-existent and *malafide* claims from the referral stage till the arbitration proceedings eventually come to an end. The relevant extracts of ***Goqii Technologies (P) Ltd***. reads as under:—

> ***"20.*** *As observed in* Krish Spg. [SBI General Insurance Co. Ltd. *v.* Krish Spg., *(2024) 12 SCC 1 : 2024 INSC 532], frivolity in litigation too is an aspect which the referral court should not decide at the stage of Section 11 as the arbitrator is equally, if not more, competent to adjudicate the same.*
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> ***21.*** *Before we conclude, we must clarify that the limited jurisdiction of the referral courts under Section 11 must not be misused by parties in order to force other parties to the arbitration agreement to participate in a time consuming and costly arbitration process. This is possible in instances, including but not limited to, where the claimant canvasses the adjudication of non-existent and mala fide claims through arbitration.*
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> ***22.*** *With a view to balance the limited scope of judicial interference of the referral courts with the interests of the parties who might be constrained to participate in the arbitration proceedings, the Arbitral Tribunal may direct that the costs of the arbitration shall be borne by the party which the Tribunal ultimately finds to have abused the process of law and caused unnecessary harassment to the other party to the arbitration. Having said that, it is clarified that the aforesaid is not to be construed as a determination of the merits of the matter before us, which the Arbitral Tribunal will rightfully be equipped to determine."*

13. In view of the aforesaid, the scope at the stage of Section 11 proceedings is akin to the eye of the needle test and is limited to

> the extent of finding a *prima facie* existence of the arbitration agreement and nothing beyond it. The jurisdictional contours of the referral Court, as meticulously delineated under the 1996 Act and further crystallised through a consistent line of authoritative pronouncements by the Supreme Court, are unequivocally confined to a *prima facie* examination of the existence of an arbitration agreement. These boundaries are not merely procedural safeguards but fundamental to upholding the autonomy of the arbitral process. Any transgression beyond this limited judicial threshold would not only contravene the legislative intent enshrined in Section 8 and Section 11 of the 1996 Act but also risk undermining the sanctity and efficiency of arbitration as a preferred mode of dispute resolution. The referral Court must, therefore, exercise restraint and refrain from venturing into the merits of the dispute or adjudicating issues that fall squarely within the jurisdictional domain of the arbitral tribunal. It is thus seen that the scope of enquiry at the referral stage is conservative in nature. A similar view has also been expressed by the Supreme Court in the case of ***Ajay Madhusudan Patel* v. *Jyotrindra S. Patel***".

5. Mr. Suhail Malik, learned Counsel enters appearance on behalf of the Respondent and raises objections to the appointment of an Arbitrator on the following grounds:

i. the Agreement does not bear the signature of both parties.

ii. the Arbitration Clause, as agreed between the parties, provides that the Parties shall endeavour to amicably settle and mutually resolve any dispute arising out of or in relation to the said Agreement. Since the same has not been followed, the present Petition is premature.

iii. *De hors* the fact that Clause 13.2 expressly states that the seat and venue for arbitration shall be New Delhi; since the cause of action has not arisen in New Delhi, therefore, this Court has no jurisdiction to pass any Orders *qua* the appointment of Sole Arbitrator in the present Petition.

6. The dispute is stated to be for an amount of approximately

Rs. 1.20 Crores.

ANALYSIS:

7. This Court has heard the learned counsel for the parties and, with their able assistance, gone through the documents annexed to the present Petition.

8. This Court is of the opinion that the objections as raised by the Respondent, firstly, with respect to the submissions that the Agreement itself is not signed, is of no consequence since it is not disputed that the parties have entered into a settlement and have also acted on the basis of the said Agreement.

9. With respect to the second contention, as is apparent, Clause 13.1, being more in the nature of a clause that seeks to lay down that the parties would endeavour to settle or mutually resolve its disputes, has been interpreted by the various judgments of the Courts to be directory and not mandatory in nature. The same finds mention in ***Jhajharia Nirman Ltd. v. South Western Railways***[4], relevant paras of which have been extracted hereinbelow:

> "19. In this regard, reference may be made to ***Oasis Projects Ltd. v. National Highway & Infrastructure Development Corporation Limited, (2023) 1 HCC (Del) 525***, wherein the Court has observed as under:
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> > "12. The primary issue to be decided in the present petition is, therefore, as to whether it was mandatory for the petitioner to resort to the conciliation process by the Committee before invoking arbitration. Though Article 26.2 clearly states that before resorting to arbitration, the parties agree to explore conciliation by the Committee, in my opinion, the same cannot be held to be mandatory in nature. It needs no emphasis that conciliation as a dispute resolution mechanism must be encouraged and should be one of the first endeavours of the parties when a dispute

[4] 2024 SCC OnLine Del 7133

arises between them. However, having said that, conciliation expresses a broad notion of a voluntary process, controlled by the parties and conducted with the assistance of a neutral third person or persons. It can be terminated by the parties at any time as per their free will. Therefore, while interpreting Article 26.2, the basic concept of conciliation would have to be kept in mind."

[Emphasis supplied]

20. In ***Kunwar Narayana v. Ozone Overseas Pvt. Ltd. 2021 : DHC : 496***, the Court has made the following observations:

"5. Ms. Pahwa, learned Counsel for the respondents submitted that her only objection, to the petition, was that the petitioner has not exhausted the avenue of amicable resolution, contemplated by Clause 12 of the Share Buyback Agreement. I am not inclined to agree with this submission. The recital of facts, as set out in the petition, indicate that efforts at trying to resolve the disputes, amicably were made, but did not succeed. Even otherwise, the Supreme Court in Demarara Distilleries Pvt. Ltd. v. Demerara Distilleries Ltd. and this Court, in its judgment in Ravindra Kumar Verma v. BPTP Ltd., opined that relegation of the parties to the avenue of amicable resolution, when the Court is moved under Section 11(6) of the 1996 Act, would be unjustified, where such relegation would merely be in the nature of an empty formality. The arbitration clause in the present case does not envisage any formal regimen or protocol for amicable resolution, such as issuance of a notice in that regard and completion of any stipulated time period thereafter, before which arbitral proceedings could be invoked. In the absence of any such stipulation, I am of the opinion, following the law laid down in Demarara Distilleries Pvt. Ltd. and Ravindra Kumar Verma v. BPTP Ltd. nothing worthwhile would be achieved, by relegating the parties to explore any avenue of amicable resolution. Besides, the appointment of an arbitrator by this Court would not act as an impediment in the parties resolving their disputes amicably, should it be possible at any point of time."

21. This Court in ***Subhash Infraengineers (P) Ltd. v. NTPC Ltd.***, ***2023 SCC OnLine Del 2177*** has held as under:—

"21. In this regard, it is relevant to note that in terms of Section 62(3) of the Act, it is open for a party to reject the invitation to conciliate. Further, in terms of Section 76 of

> the Act, the conciliation proceedings can be terminated by a written declaration of a party and there is no legal bar in this regard. In the present case, Clause 7.2.5 of the GCC expressly provides that "parties are free to terminate Conciliation proceedings at any stage as provided under the Arbitration and Conciliation Act, 1996."
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> 28. In the present case, the clause/pre arbitral mechanism contemplates mutual consultation followed by conciliation. As noticed in Abhi Engg. and Oasis Projects, conciliation is a voluntary process and once a party has opted out of conciliation, it cannot be said that the said party cannot take recourse to dispute resolution through arbitration."

10. With respect to the third objection raised, that although the Agreement expressly stipulates New Delhi as the seat and venue of arbitration, no part of the cause of action has arisen within the territorial jurisdiction of this Court and, consequently, this Court lacks the jurisdiction to pass any orders for the appointment of a Sole Arbitrator.

11. However, on this contention, this Court is of the view that once the parties have mutually agreed upon a particular place as the seat and venue of arbitration, they cannot raise an objection as to the maintainability on the said ground. This position stands reflected in the judgment of the Hon'ble Supreme Court in ***BGS SGS SOMA JV v. NHPC***[5] the relevant extract whereof is reproduced hereinbelow:

> **"49.** Take the consequence of the opposite conclusion, in the light of the facts of a given example, as follows. New Delhi is specifically designated to be the seat of the arbitration in the arbitration clause between the parties. Part of the cause of action, however, arises in several places, including where the contract is partially to be performed, let us say, in a remote part of Uttarakhand. If concurrent jurisdiction were to be the order of the day, despite the seat having been located and specifically chosen by the parties, party autonomy would suffer,

[5] (2020) 4 SCC 234

which ***BALCO* [*BALCO* v. *Kaiser Aluminium Technical Services Inc.***, (2012) 9 SCC 552 : (2012) 4 SCC (Civ) 810] specifically states cannot be the case. Thus, if an application is made to a District Court in a remote corner of the Uttarakhand hills, which then becomes the court for the purposes of Section 42 of the Arbitration Act, 1996 where even Section 34 applications have then to be made, the result would be contrary to the stated intention of the parties — as even though the parties have contemplated that a neutral place be chosen as the seat so that the courts of that place alone would have jurisdiction, yet, any one of five other courts in which a part of the cause of action arises, including courts in remote corners of the country, would also be clothed with jurisdiction. This obviously cannot be the case. If, therefore, the conflicting portion of the judgment of *BALCO* [*BALCO* v. *Kaiser Aluminium Technical Services Inc., (2012) 9 SCC 552 : (2012) 4 SCC (Civ) 810] in para 96 is kept aside for a moment, the very fact that parties have chosen a place to be the seat would necessarily carry with it the decision of both parties that the courts at the seat would exclusively have jurisdiction over the entire arbitral process.*

50. *In fact, subsequent Division Benches of this Court have understood the law to be that once the seat of arbitration is chosen, it amounts to an exclusive jurisdiction clause, insofar as the courts at that seat are concerned.* In ***Enercon (India) Ltd.* v. *Enercon GmbH* [*Enercon (India) Ltd.* v. *Enercon GmbH*,** (2014) 5 SCC 1 : (2014) 3 SCC (Civ) 59] , this Court approved the dictum in *Shashoua* [*Shashoua* v. *Sharma*, 2009 EWHC 957 (Comm) : (2009) 2 Lloyd's Law Rep 376] as follows : (*Enercon case* [*Enercon (India) Ltd.* v. *Enercon GmbH*, (2014) 5 SCC 1 : (2014) 3 SCC (Civ) 59] , SCC p. 55, para 126)

> "*126.* Examining the fact situation in the case, the Court in *Shashoua case* [*Shashoua* v. *Sharma*, 2009 EWHC 957 (Comm) : (2009) 2 Lloyd's Law Rep 376] observed as follows:
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> 'The basis for the court's grant of an anti-suit injunction of the kind sought depended upon the *seat* of the arbitration. *An agreement as to the seat of an arbitration brought in the law of that country as the curial law and was analogous to an exclusive jurisdiction clause*. Not only was there agreement to the curial law of the *seat*, but also to the courts of the *seat* having supervisory jurisdiction over the arbitration, so that, by agreeing to the *seat*, *the parties agreed that any challenge to an interim or final award was to be made only in the courts of the place designated as the seat of the arbitration*.
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> Although, "*venue*" was not synonymous with "*seat*", in an arbitration clause which provided for arbitration to be conducted in accordance with the Rules of the ICC in

Paris (a supranational body of rules), a provision that "the *venue* of arbitration shall be London, United Kingdom" did amount to the designation of a juridical seat.…'

In para 54, it is further observed as follows:

> 'There was a little debate about the possibility of the issues relating to the alleged submission by the claimants to the jurisdiction of the High Court of Delhi being heard by that Court, because it was best fitted to determine such issues under the Indian law. Whilst I found this idea attractive initially, we are persuaded that it would be wrong in principle to allow this and that *it would create undue practical problems in any event. On the basis of what I have already decided, England is the seat of the arbitration and since this carries with it something akin to an exclusive jurisdiction clause, as a matter of principle the foreign court should not decide matters which are for this Court to decide in the context of an anti-suit injunction*.'"

(emphasis in original)

51. The Court in *Enercon* [*Enercon (India) Ltd.* v. *Enercon GmbH*, (2014) 5 SCC 1 : (2014) 3 SCC (Civ) 59] then concluded : (SCC p. 60, para 138)

> "*138.* Once the *seat* of arbitration has been fixed in India, it would be in the nature of *exclusive jurisdiction* to exercise the supervisory powers over the arbitration."

(emphasis in original)

52. In ***Reliance Industries Ltd.*** **[*Reliance Industries Ltd.* v. *Union of India*,** (2014) 7 SCC 603 : (2014) 3 SCC (Civ) 737] , this Court held : (SCC pp. 627, 630-31, paras 45, 55-56)

> "*45.* In our opinion, it is too late in the day to contend that the seat of arbitration is not analogous to an exclusive jurisdiction clause. This view of ours will find support from numerous judgments of this Court. Once the parties had consciously agreed that the *juridical seat* of the arbitration would be London and that the arbitration agreement will be governed by the laws of England, it was no longer open to them to contend that the provisions of Part I of the Arbitration Act would also be applicable to the arbitration agreement. This Court in *Videocon Industries Ltd.* v. *Union of India* [*Videocon Industries Ltd.* v. *Union of India*, (2011) 6 SCC 161 : (2011) 3 SCC

(Civ) 257] has clearly held as follows : (SCC p. 178, para 33)

'*33*. In the present case also, the parties had agreed that notwithstanding Article 33.1, the arbitration agreement contained in Article 34 shall be governed by laws of England. This necessarily implies that the parties had agreed to exclude the provisions of Part I of the Act. As a corollary to the above conclusion, we hold that the Delhi High Court did not have the jurisdiction to entertain the petition filed by the respondents under Section 9 of the Act and the mere fact that the appellant had earlier filed similar petitions was not sufficient to clothe that High Court with the jurisdiction to entertain the petition filed by the respondents.'

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55. The effect of choice of seat of arbitration was considered by the Court of Appeal in *C* v. *D* [*C* v. *D*, 2008 Bus LR 843 : 2007 EWCA Civ 1282 (CA)] . This judgment has been specifically approved by this Court in *Balco* [*BALCO* v. *Kaiser Aluminium Technical Services Inc.*, (2012) 9 SCC 552 : (2012) 4 SCC (Civ) 810] and reiterated in *Enercon (India) Ltd.* v. *Enercon Gmbh* [*Enercon (India) Ltd.* v. *Enercon GmbH*, (2014) 5 SCC 1 : (2014) 3 SCC (Civ) 59] . In *C* v. *D* [*C* v. *D*, 2008 Bus LR 843 : 2007 EWCA Civ 1282 (CA)] , the Court of Appeal has observed : (*C case* [*C* v. *D*, 2008 Bus LR 843 : 2007 EWCA Civ 1282 (CA)] , Bus LR p. 851, para 16)

'*Primary conclusion*

16. I shall deal with Mr Hirst's arguments in due course but, in my judgment, they fail to grapple with the central point at issue which is whether or not, by choosing London as the seat of the arbitration, the parties must be taken to have agreed that proceedings on the award should be only those permitted by English law. In my view they must be taken to have so agreed for the reasons given by the Judge. The whole purpose of the balance achieved by the Bermuda form (English arbitration but applying New York law to issues arising under the policy) is that judicial remedies in respect of the award should be those permitted by English law and only those so permitted. Mr Hirst could not say (and did not say) that English judicial remedies for lack of jurisdiction on procedural irregularities under Sections 67 and 68 of the 1996 Act were not permitted; he was reduced to saying that New York judicial remedies were *also* permitted. That, however, would be a recipe for litigation and (what is

worse) confusion which cannot have been intended by the parties. No doubt New York Law has its own judicial remedies for want of jurisdiction and serious irregularity but it could scarcely be supposed that a party aggrieved by one part of an award could proceed in one jurisdiction and a party aggrieved by another part of an award could proceed in another jurisdiction. Similarly, in the case of a single complaint about an award, it could not be supposed that the aggrieved party could complain in one jurisdiction and the satisfied party be entitled to ask the other jurisdiction to declare its satisfaction with the award. There would be a serious risk of parties rushing to get the first judgment or of conflicting decisions which the parties cannot have contemplated.'

56. The aforesaid observations in *C* v. *D* [*C* v. *D*, 2008 Bus LR 843 : 2007 EWCA Civ 1282 (CA)] were subsequently followed by the High Court of Justice, Queen's Bench Division, Commercial Court (England) in *Sulamérica Cia Nacional de Seguros SA* v. *Enesa Engelharia SA* [*Sulamérica Cia Nacional de Seguros SA* v. *Enesa Engelharia SA*, (2013) 1 WLR 102 : 2012 EWCA Civ 638 : 2012 WL 14764 (CA)] . In laying down the same proposition, the High Court noticed that the issue in that case depended upon the weight to be given to the provision in Condition 12 of the insurance policy that "the seat of the arbitration shall be London, England". It was observed that this necessarily carried with it the English Court's supervisory jurisdiction over the arbitration process. It was observed that:

'this follows from the express terms of the Arbitration Act, 1996 and, in particular, the provisions of Section 2 which provide that Part I of the Arbitration Act, 1996 applies where the seat of the arbitration is in England and Wales or Northern Ireland. This immediately establishes a strong connection between the arbitration agreement itself and the law of England. It is for this reason that recent authorities have laid stress upon the locations of the seat of the arbitration as an important factor in determining the proper law of the arbitration agreement.'"

(emphasis in original)

53. In ***Indus Mobile Distribution (P) Ltd. [Indus Mobile Distribution (P) Ltd. v. Datawind Innovations (P) Ltd.***, (2017) 7 SCC 678 : (2017) 3 SCC (Civ) 760] , *after clearing the air on the meaning of Section 20 of the Arbitration Act, 1996, the Court in para 19 (which has already been set out hereinabove) made it clear that the moment a seat is designated by agreement between the parties, it is akin to an exclusive jurisdiction clause, which*

> *would then vest the courts at the "seat" with exclusive jurisdiction for purposes of regulating arbitral proceedings arising out of the agreement between the parties*."

12. In any event, the parties are at Gurugram, and the performance of the contract has been at Gurugram, which is a part of the NCR region, and therefore, New Delhi, being the seat and venue, does not render the said objection sustainable to the present petition.

13. In view of the foregoing, and as the dispute is stated to be for an amount of Rs. 1.20 Crores approximately, **Mr. Saurabh Seth, Advocate (Mobile No. 9811393402)**, who is empanelled with the **Delhi International Arbitration Centre**[6], is appointed by this court to adjudicate the disputes as between the parties.

14. The arbitration would take place under the *aegis* of the 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.

15. The learned Arbitrator is also requested to file the requisite disclosure under Section 12 (2) of the Act within a week of entering reference.

16. The Registry is directed to send a receipt of this order to the learned Arbitrator through all permissible modes, including through e-mail.

17. 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.

18. Needless to say, nothing in this order shall be construed as an expression of opinion of this Court on the merits of the controversy

[6] DIAC

between the parties.

19. Accordingly, the present petition, along with all pending application(s), if any, is disposed of.

HARISH VAIDYANATHAN SHANKAR, J.

JANUARY 28, 2026/ rk/her/sg