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

\+ **ARB.P. 1859/2025**

Date of Decision: **09.12.2025**

IN THE MATTER OF:

ANIL KHUBCHANDANI .....Petitioner

Through: Mr.Sandeep Thukral and Ms. Sana Thukral, Advs.

versus

APOLLO GREEN ENERGY LTD. .....Respondent

Through: Mr. Gaurav Pachauri, Adv.

CORAM:
HON'BLE MR. JUSTICE PURUSHAINDRA KUMAR KAURAV

J U D G E M E N T

PURUSHAINDRA KUMAR KAURAV, J. (ORAL)

1. The petition has been filed under Section 11 of the Arbitration and Conciliation Act, 1996 (the Act), seeking appointment of an Arbitrator to adjudicate upon the disputes that have arisen between the parties under Retainership Agreement dated 27.02.2024 *(the Agreement)*.

2. The petitioner's case is that he was appointed as a legal advisor to the respondent company *vide* the Agreement, and the same was extended from time to time. On 25.02.2025, the Agreement was extended till 05.03.2026. However, the Agreement was terminated with effect from 01.06.2025. The petitioner claims that the respondent company waived off the mandatory notice period. The dispute between the parties is with respect to the

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petitioner's fees under the Agreement for the period between February and May of 2025, which the petitioner claims has not been paid to him despite demands on several occasions.

3. The Agreement contains an arbitration clause, which is extracted below, for reference:

> "*All disputes and differences between us hereto regarding the construction or interpretation of any of the terms and conditions herein contained or touching these presents or determination of any liability shall be referred to the Arbitral Tribunal constituting of one Arbitrator to be appointed by each party and the chosen Arbitrators appointing 3rd Arbitrator and the same shall be deemed to be a reference within the meaning of the Arbitration and Conciliation Act or any statutory enactment or modification there under. The Arbitrator shall have power to give interim awards and/or directions*."

4. During the course of hearing, learned counsel for the respondent fairly concedes that the Court may appoint the Arbitrator, reserving all rights and contentions of the parties to be raised during the course of arbitration proceedings.

5. In view of the existence of an arbitration clause in the Agreement and with the consent of the parties, there does not exist any impediment to the appointment of a Sole Arbitrator.

6. Accordingly, Ms. Sakshi Mendiratta (Mobile No.9717889462, e-mail id: sakshi.mendiratta17@gmail.com) is appointed as the sole Arbitrator.

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

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

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9. All rights and contentions of the parties in relation to the claims/counter-claims are kept open, to be decided by the Sole Arbitrator on their merits, in accordance with law.

10. Needless to say, nothing in this order shall be construed as an expression of opinion of this Court on the merits of the controversy between the parties. Let a copy of the instant order be sent to the Sole Arbitrator through electronic mode as well.

11. Accordingly, the instant petition stands disposed of.

PURUSHAINDRA KUMAR KAURAV, J

DECEMBER 9, 2025
aks/amg

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