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

Judgment reserved on: 27.01.2026
Judgment pronounced on: 17.02.2026

\+ ARB.P. 1756/2025

BRAJ MOHAN AGARWAL & ANR. .....Petitioners

Through: Mr. Sarang S. Chowdhry, Mr. Shashank S. Chowdhry and Ms. Nandita Chowdhry, Advocates.

versus

IRAMYA DEVELOPERS PRIVATE LIMITED & ORS. .....Respondents

Through: Mr. Harsh Sinha, Mr. Kunal Makhija and Ms. Anushka Verma, Advocates for R-2 & R-3.

CORAM:
HON'BLE MR. JUSTICE HARISH VAIDYANATHAN SHANKAR

JUDGMENT

HARISH VAIDYANATHAN SHANKAR, J.

1. The present petition has been filed under Section 11(6) of the **Arbitration and Conciliation Act, 1996**[1], seeking the appointment of a Sole Arbitrator in terms of Article 34 of the **Apartment Buyer's Agreements dated 22.01.2016 and 12.03.2016**[2].

2. Petitioner Nos. 1 and 2 are husband and wife, residing in New Delhi. Respondent No. 1 is a company incorporated under the Companies Act, 1956, and is engaged in the business of real estate

[1] A&C Act
[2] Apartment Buyer's Agreements

development and construction of residential and commercial projects in New Delhi and its adjoining areas. Respondent Nos. 2 and 3 are Directors of Respondent No. 1-Company and are stated to be responsible for its affairs and representations made to the Petitioners.

3. In January 2016, the Petitioners came into contact with Respondent Nos. 2 and 3, acting on behalf of Respondent No. 1, in **relation to a residential project titled "Iramya Heights", stated to be located at Plot No. 42, Sector-13, Dwarka, New Delhi**[3].

4. It is averred that Petitioner No. 1, *vide* cheques dated 11.01.2016 and 18.01.2016, paid sums of ₹1,00,000/- and ₹8,46,000/- respectively towards booking and part consideration for a 2 BHK residential apartment along with one car parking space in the said project.

5. It is further stated that between 22.02.2016 and 25.02.2016, Petitioner No. 1, on behalf of Petitioner No. 2, made additional payments aggregating to an amount of ₹11,55,000/- towards booking and part consideration for a second 2 BHK residential apartment with a car parking space in the same project. The said payments were duly acknowledged by the Respondents through the issuance of receipts.

6. Pursuant to the aforesaid payments, an Apartment Buyer's Agreement dated 22.01.2016 was executed between Petitioner No. 1 and Respondent No. 1 in respect of the first apartment, and a separate Apartment Buyer's Agreement dated 12.03.2016 was executed between Petitioner No. 2 and Respondent No. 1 in respect of the second apartment.

7. The aforesaid Apartment Buyer's Agreements contain an arbitration clause, being Article 34, which provides that all disputes

[3] project

arising out of or in relation to the Apartment Buyer's Agreements shall, upon failure of amicable settlement, be referred to a Sole Arbitrator for adjudication.

8. On the same respective dates as the Apartment Buyer's Agreements, i.e., 22.01.2016 and 12.03.2016, Deeds of Guarantee were also executed by Respondent No. 1 in favour of the Petitioners. Under the said Guarantees, Respondent No. 1 assured, *inter alia*, a return at the rate of 15% per annum on the amounts invested, payable upon expiry of 24 months from the respective dates of execution of the Apartment Buyer's Agreements.

9. The Petitioners contend that the Respondents neither commenced nor completed construction at the project site, nor delivered possession of the allotted apartments and car parking spaces. It is further alleged that the Respondents failed to refund the invested amounts together with the assured return of 15% per annum, as contractually guaranteed.

10. It is stated that between January 2018 and May 2018, the Petitioners addressed multiple emails to the Respondents seeking refund of the principal amounts along with the assured returns. By email dated 05.03.2018, the Respondents indicated that arrangements were being made to process the refund and that a timeline was under consideration.

11. Subsequently, by email dated 07.06.2018, the Respondents informed the Petitioners that certain funds were blocked with the Delhi Development Authority and assured that the refund would be processed upon release of such funds. However, no refund was effected thereafter.

12. The Petitioners, through counsel, issued a legal notice dated

09.06.2018 seeking refund of the amounts paid along with assured returns. Complaints dated 03.07.2018 and 22.09.2019 were also lodged before the local police authorities. Thereafter, Consumer Complaints bearing Nos. 548/2023 and 549/2023 were instituted before the District Consumer Disputes Redressal Forum, South West District, Dwarka, which were dismissed by Orders dated 29.05.2024 on the ground of limitation.

13. Thereafter, the Petitioners invoked arbitration by issuing a Notice under Section 21 of the A&C Act dated 11.06.2025 to the registered office of the Respondents, which was also served through emails. Despite service, the Respondents neither responded to the said Notice nor took any steps for the appointment of a Sole Arbitrator in terms of the arbitration clause.

14. In such circumstances, the Petitioners have approached this Court by way of the present petition under Section 11(6) of the A&C Act seeking appointment of a Sole Arbitrator.

SUBMISSIONS OF THE PARTIES:

15. At the outset, learned counsel appearing on behalf of the Respondents would submit that there exists no privity of contract between the Petitioners and Respondent Nos. 2 and 3, and would contend that, in the absence of any contractual relationship, the present petition, insofar as it seeks relief against them, is not maintainable.

16. He would further submit that the Apartment Buyer's Agreements were executed exclusively between the Petitioners and Respondent No. 1-Company, that the signatures of Respondent No. 2, wherever appended, were affixed strictly in his capacity as Director and authorised signatory of Respondent No. 1 and not in his personal

capacity, and that Respondent No. 3 is not a signatory to any of the Apartment Buyer's Agreements or allied documents forming part of the contractual arrangement between the parties.

17. On the aforesaid basis, learned counsel would contend that no contractual liability can be fastened upon Respondent Nos. 2 and 3 in their individual capacities and, consequently, no relief, including the appointment of an Arbitrator against them, can be granted in the present proceedings.

18. Learned counsel would additionally submit that Respondent No. 1-Company has been struck off from the Register of Companies and would rely upon a copy of the reply to the present petition along with relevant supporting documents, which have been handed over in support of the said contention, though not yet formally brought on record.

19. Learned counsel would additionally contend that the Petitioners are not without remedy, inasmuch as Section 252(3) of the Companies Act, 2013, provides a statutory mechanism for seeking restoration of the name of a struck-off company before the National Company Law Tribunal, and that the Petitioners ought to avail the said remedy before pursuing relief in the present petition.

20. ***Per contra,*** learned counsel for the Petitioners would submit that the Apartment Buyer's Agreements as well as the Deeds of Guarantee bear the signatures of Respondent No. 2, and would contend that, in view of his execution of the said documents and his active involvement in the transaction, the arbitration clause has been validly invoked against Respondent Nos. 2 and 3.

21. Learned counsel would further submit that the signatures of Respondent No. 2 on the Apartment Buyer's Agreements and the

Deeds of Guarantee are admitted and undisputed, and would contend that, even assuming *arguendo* that Respondent No. 3 may not ultimately be proceeded against in arbitration, Respondent No. 2, by virtue of having executed the relevant documents and participated in the transaction, would in any event be liable to be impleaded and proceeded against in the arbitral proceedings.

ANALYSIS & DECISION:

22. This Court has heard learned counsel for the parties at length and, with their able assistance, carefully perused the pleadings and the documents placed on record as well as handed during the course of hearing.

23. Before adverting to the rival submissions, it is apposite to note that the legal position governing the scope and standard of judicial scrutiny under Section 11(6) of the A&C Act is no longer *res integra*. A three-Judge Bench of the Hon'ble Supreme Court in ***SBI General Insurance Co. Ltd. v. Krish Spg.***[4], after taking into consideration the authoritative pronouncement of the seven-Judge Bench in ***Interplay Between Arbitration Agreements under Arbitration Act, 1996 & Stamp Act, 1899, In re***[5], comprehensively delineated the contours of judicial intervention at the stage of Section 11of the A&C Act. The excerpt of ***Krish Spg*** (*supra*) reads as under: -

> "**(*c*) *Judicial interference under the 1996 Act***
> **110.** The parties have been conferred with the power to decide and agree on the procedure to be adopted for appointing arbitrators. In cases where the agreed upon procedure fails, the courts have been vested with the power to appoint arbitrators upon the request of a party, to resolve the deadlock between the parties in appointing the arbitrators.
> **111.** Section 11 of the 1996 Act is provided to give effect to the mutual intention of the parties to settle their disputes by arbitration

[4](2024) 12 SCC 1
[5](2024) 6 SCC 1

in situations where the parties fail to appoint an arbitrator(s). The parameters of judicial review laid down for Section 8 differ from those prescribed for Section 11. The view taken in ***SBP & Co.* v. *Patel Engg. Ltd.*, (2005) 8 SCC 618** and affirmed in ***Vidya Drolia* v. *Durga Trading Corpn.*, (2021) 2 SCC 1** that Sections 8 and 11, respectively, of the 1996 Act are complementary in nature was legislatively overruled by the introduction of Section 11(6-A) in 2015. Thus, although both these provisions intend to compel parties to abide by their mutual intention to arbitrate, yet the scope of powers conferred upon the courts under both the sections are different.

112. The difference between Sections 8 and 11, respectively, of the 1996 Act is also evident from the scope of these provisions. Some of these differences are:

112.1. While Section 8 empowers any "judicial authority" to refer the parties to arbitration, under Section 11, the power to refer has been exclusively conferred upon the High Court and the Supreme Court.

112.2. Under Section 37, an appeal lies against the refusal of the judicial authority to refer the parties to arbitration, whereas no such provision for appeal exists for a refusal under Section 11.

112.3. The standard of scrutiny provided under Section 8 is that of prima facie examination of the validity and existence of an arbitration agreement. Whereas, the standard of scrutiny under Section 11 is confined to the examination of the existence of the arbitration agreement.

112.4. During the pendency of an application under Section 8, arbitration may commence or continue and an award can be passed. On the other hand, under Section 11, once there is failure on the part of the parties in appointing the arbitrator as per the agreed procedure and an application is preferred, no arbitration proceedings can commence or continue.

113. The scope of examination under Section 11(6-A) is confined to the existence of an arbitration agreement on the basis of Section 7. The examination of validity of the arbitration agreement is also limited to the requirement of formal validity such as the requirement that the agreement should be in writing.

114. The use of the term "examination" under Section 11(6-A) as distinguished from the use of the term "rule" under Section 16 implies that the scope of enquiry under Section 11(6-A) is limited to a prima facie scrutiny of the existence of the arbitration agreement, and does not include a contested or laborious enquiry, which is left for the Arbitral Tribunal to "rule" under Section 16. The prima facie view on existence of the arbitration agreement taken by the Referral Court does not bind either the Arbitral Tribunal or the Court enforcing the arbitral award.

115. The aforesaid approach serves a twofold purpose — firstly, it allows the Referral Court to weed out non-existent arbitration agreements, and secondly, it protects the jurisdictional competence

of the Arbitral Tribunal to rule on the issue of existence of the arbitration agreement in depth.

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117. In view of the observations made by this Court in ***Interplay Between Arbitration Agreements under the Arbitration Act, 1996 & the Stamp Act, 1899, In re*, (2024) 6 SCC 1**, 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* v. *Durga Trading Corpn.*, (2021) 2 SCC 1** and adopted in***NTPC Ltd.* v. *SPML Infra Ltd.*, (2023) 9 SCC 385** 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***Interplay Between Arbitration Agreements under the Arbitration Act, 1996 & the Stamp Act, 1899, In re*, (2024) 6 SCC 1**.

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119. The question of "accord and satisfaction", being a mixed question of law and fact, comes within the exclusive jurisdiction of the Arbitral Tribunal, if not otherwise agreed upon between the parties. Thus, the negative effect of competence-competence would require that the matter falling within the exclusive domain of the Arbitral Tribunal, should not be looked into by the Referral Court, even for a prima facie determination, before the Arbitral Tribunal first has had the opportunity of looking into it.

120. By referring disputes to arbitration and appointing an arbitrator by exercise of the powers under Section 11, the Referral Court upholds and gives effect to the original understanding of the contracting parties that the specified disputes shall be resolved by arbitration. Mere appointment of the Arbitral Tribunal does not in any way mean that the Referral Court is diluting the sanctity of "accord and satisfaction" or is allowing the claimant to walk back on its contractual undertaking. On the contrary, it ensures that the principle of arbitral autonomy is upheld and the legislative intent of minimum judicial interference in arbitral proceedings is given full effect. Once the Arbitral Tribunal is constituted, it is always open for the defendant to raise the issue of "accord and satisfaction" before it, and only after such an objection is rejected by the Arbitral Tribunal, that the claims raised by the claimant can be adjudicated.

121. Tests like the "eye of the needle" and "ex facie meritless", although try to minimise the extent of judicial interference, yet they require the Referral Court to examine contested facts and appreciate prima facie evidence (however limited the scope of enquiry may be) and thus are not in conformity with the principles of modern arbitration which place arbitral autonomy and judicial non-interference on the highest pedestal.

122. Appointment of an Arbitral Tribunal at the stage of Section 11 petition also does not mean that the Referral Courts forego any scope of judicial review of the adjudication done by the Arbitral Tribunal. The 1996 Act clearly vests the national courts with the power of subsequent review by which the award passed by an arbitrator may be subjected to challenge by any of the parties to the arbitration.

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126. The power available to the Referral Courts has to be construed in the light of the fact that no right to appeal is available against any order passed by the Referral Court under Section 11 for either appointing or refusing to appoint an arbitrator. Thus, by delving into the domain of the Arbitral Tribunal at the nascent stage of Section 11, the Referral Courts also run the risk of leaving the claimant in a situation wherein it does not have any forum to approach for the adjudication of its claims, if its Section 11 application is rejected.

127. Section 11 also envisages a time-bound and expeditious disposal of the application for appointment of arbitrator. One of the reasons for this is also the fact that unlike Section 8, once an application under Section 11 is filed, arbitration cannot commence until the Arbitral Tribunal is constituted by the Referral Court. This Court, on various occasions, has given directions to the High Courts for expeditious disposal of pending Section 11 applications. It has also directed the litigating parties to refrain from filing bulky pleadings in matters pertaining to Section 11. Seen thus, if the Referral Courts go into the details of issues pertaining to "accord and satisfaction" and the like, then it would become rather difficult to achieve the objective of expediency and simplification of pleadings.

128. 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."

(emphasis supplied)

24. The decision in ***Krish Spg*** *(supra)* thus unequivocally reiterates that the Referral Court, while exercising jurisdiction under Section 11 of the A&C Act, is required to confine itself to a *prima facie*

examination of the existence of an arbitration agreement and nothing beyond. The Court's role is facilitative and procedural, *namely*, to give effect to the parties' agreed mechanism of dispute resolution when it has failed, without embarking upon an adjudication of contentious factual or legal issues, which are reserved for the Arbitral Tribunal.

25. The Apex Court has further clarified that tests such as "*ex facie meritless*" or "*eye of the needle*", which necessitate an evaluation of contested facts or a preliminary appreciation of evidence, are inconsistent with the modern arbitration framework that accords primacy to arbitral autonomy and restricts judicial interference. Accordingly, while the Referral Court must ensure that a valid arbitration agreement *prima facie* exists, all substantive objections, including those relating to accord and satisfaction, limitation, or other jurisdictional issues, are to be raised before and decided by the Arbitral Tribunal in the first instance, subject thereafter to statutory remedies available under the A&C Act.

26. Turning now to the facts of the present case, there is no dispute with regard to the execution of the Apartment Buyer's Agreements, and consequently, no controversy as to the existence of an arbitration agreement. Article 34 of both Agreements, which is identically worded, constitutes the arbitration clause and reads as follows:

> "**34. DISPUTE RESOLUTION BY ARBITRATION**
> All or any disputes arising out of or touching upon or in relation to the terms of this Agreement or its termination including the interpretation and validity of the terms hereof and the respective rights and obligations of the Parties shall be settled amicably by mutual discussions failing which the same shall be settled through reference to a sole Arbitrator to be appointed by a resolution of the Board of Directors of the COMPANY, whose decision shall be final and binding upon the Parties. The Allottee hereby confirms that it shall have no objection to the appointment of such sole Arbitrator even if the person so appointed, is an employee or advocate of the COMPANY or is otherwise connected to the

> COMPANY and the Allottee hereby accepts and agrees that this alone shall not constitute a ground for challenge to the independence or impartiality of the said sole Arbitrator to conduct the arbitration. The arbitration proceedings shall be governed by the Arbitration and Conciliation Act, 1996 or any statutory amendments/modifications thereto and shall be held at the COMPANY's offices or at a location designated by the said sole Arbitrator in Delhi. The language of the arbitration proceedings and the Award shall be in English. The COMPANY and the Allottee will share the fees of the Arbitrator in equal proportion."

27. The principal objection raised by the Respondents is two-fold. *First*, that Respondent No. 1-Company has been struck off from the Register of Companies and, therefore, no arbitral proceedings can be initiated or continued against it; and *second*, that Respondent Nos. 2 and 3 cannot be proceeded against in arbitration in the absence of privity of contract, as the Apartment Buyer's Agreements were executed by Respondent No. 1-Company and not by them in their personal capacities.

28. As noted hereinabove, while exercising jurisdiction as a Referral Court under Section 11(6) of the A&C Act, the scope of examination is circumscribed and confined to a *prima facie* determination of the existence of an arbitration agreement. In the present case, the execution of the Apartment Buyer's Agreements and the incorporation of Article 34 therein are not in dispute. Consequently, the existence of a valid arbitration agreement between the contracting parties stands *prima facie* established.

29. The objections raised on behalf of the Respondents, particularly with regard to the alleged absence of privity of contract between the Petitioners and Respondent Nos. 2 and 3, necessarily involve an enquiry into the factual matrix, the nature of the transactions, the role played by the said Respondents, and the extent of their involvement

and obligations, if any.

30. Such issues cannot be determined merely on a superficial reading of the Agreements and would require a deeper appreciation of facts and surrounding circumstances. In view of the limited jurisdiction at this stage, this Court does not consider it appropriate to undertake such an examination, which squarely falls within the domain of the Arbitral Tribunal.

31. Insofar as the contention that Respondent No. 1-Company has been struck off from the Register of Companies is concerned, this Court finds no merit in the submission that such striking off, by itself, constitutes an absolute bar to arbitral proceedings. The scheme of the Companies Act, 2013, particularly Sections 248 and 250, clarifies the effect and consequences of the removal of the name of a company from the Register of Companies. The said provisions read as under:

> "**248. Power of Registrar to remove name of company from register of companies. -**
> **(1)** Where the Registrar has reasonable cause to believe that—
> (a) a company has failed to commence its business within one year of its incorporation; or
> * * * * *
> (c) a company is not carrying on any business or operation for a period of two immediately preceding financial years and has not made any application within such period for obtaining the status of a dormant company under section 455; or
> (d) the subscribers to the memorandum have not paid the subscription which they had undertaken to pay at the time of incorporation of a company and a declaration to this effect has not been filed within one hundred and eighty days of its incorporation under sub-section (1) of section 10A; or
> (e) the company is not carrying on any business or operations, as revealed after the physical verification carried out under sub-section (9) of section 12.
> he shall send a notice to the company and all the directors of the company, of his intention to remove the name of the company from the register of companies and requesting them to send their representations along with copies of the relevant documents, if any, within a period of thirty days from the date of the notice.
> **(2)** Without prejudice to the provisions of sub-section (1), a

company may, after extinguishing all its liabilities, by a special resolution or consent of seventy-five per cent. members in terms of paid-up share capital, file an application in the prescribed manner to the Registrar for removing the name of the company from the register of companies on all or any of the grounds specified in sub-section (1) and the Registrar shall, on receipt of such application, cause a public notice to be issued in the prescribed manner: Provided that in the case of a company regulated under a special Act, approval of the regulatory body constituted or established under that Act shall also be obtained and enclosed with the application.

(3) Nothing in sub-section (2) shall apply to a company registered under section 8.

(4) A notice issued under sub-section (1) or sub-section (2) shall be published in the prescribed manner and also in the Official Gazette for the information of the general public.

(5) At the expiry of the time mentioned in the notice, the Registrar may, unless cause to the contrary is shown by the company, strike off its name from the register of companies, and shall publish notice thereof in the Official Gazette, and on the publication in the Official Gazette of this notice, the company shall stand dissolved.

(6) The Registrar, before passing an order under sub-section (5), shall satisfy himself that sufficient provision has been made for the realisation of all amount due to the company and for the payment or discharge of its liabilities and obligations by the company within a reasonable time and, if necessary, obtain necessary undertakings from the managing director, director or other persons in charge of the management of the company:

Provided that notwithstanding the undertakings referred to in this sub-section, the assets of the company shall be made available for the payment or discharge of all its liabilities and obligations even after the date of the order removing the name of the company from the register of companies.

(7) The liability, if any, of every director, manager or other officer who was exercising any power of management, and of every member of the company dissolved under sub-section (5), shall continue and may be enforced as if the company had not been dissolved.

(8) Nothing in this section shall affect the power of the Tribunal to wind up a company the name of which has been struck off from the register of companies.

250. Effect of company notified as dissolved.- Where a company stands dissolved under section 248, it shall on and from the date mentioned in the notice under sub-section (5) of that section cease to operate as a company and the Certificate of Incorporation issued to it shall be deemed to have been cancelled from such date except for the purpose of realising the amount due to the company and for the payment or discharge of the liabilities or obligations of the

company."

(emphasis supplied)

32. A plain reading of the aforesaid provisions makes it abundantly clear that the removal of a company's name from the Register of Companies does not *ipso facto* extinguish its liabilities or those of its directors and officers. The statutory framework itself contemplates the continuation and enforcement of liabilities notwithstanding dissolution, and therefore, the mere fact of striking off cannot, at this stage, be construed as an impediment to the invocation of arbitration.

33. In view of the above, this Court is of the *prima facie* opinion that the striking off of Respondent No. 1-Company does not, by itself, render the arbitration agreement inoperative or incapable of being acted upon. Further, the question whether Respondent Nos. 2 and 3 can be held personally liable, whether they can be proceeded against in arbitration, and the extent of their contractual or statutory obligations, if any, are matters which would require a comprehensive examination of both law and fact. Such issues are more appropriately adjudicated by the learned Arbitral Tribunal upon consideration of pleadings and evidence, rather than by this Court at the threshold stage under Section 11 of the A&C Act.

34. The objections raised by the Respondents thus involve mixed questions of law and fact, including issues relating to privity of contract, continuation of liability post striking off, and the role of the individual Respondents in the underlying transactions. In light of the limited scope of scrutiny permissible at the referral stage, this Court is of the considered view that all such objections may be raised before the learned Arbitral Tribunal, which shall be competent to examine and decide the same in accordance with law under Section 16 of the

A&C Act.

35. For the foregoing reasons, this Court finds that there exists no legal impediment to the appointment of an Arbitrator in the present case. The petition is accordingly allowed and an Arbitral Tribunal is constituted to adjudicate the disputes *inter se* the parties.

36. Accordingly, **Ms. Neelima Tripathi, Senior Advocate, (Mob. No. 9810099919)** is appointed as the Sole Arbitrator to adjudicate the disputes arising between the parties under the Apartment Buyer's Agreements.

37. The learned Sole Arbitrator shall enter upon reference and proceed with the arbitral proceedings in accordance with law, subject to furnishing to the parties the requisite disclosures in terms of Section 12(2) of the A&C Act.

38. The learned Sole Arbitrator shall be entitled to fees in accordance with the Fourth Schedule to the A&C Act, or such other fee structure as may be mutually agreed upon between the parties and the learned Sole Arbitrator.

39. The parties shall bear and share the fees of the learned Sole Arbitrator, as well as the arbitral costs and administrative expenses, in equal proportion, subject to any final determination as to costs that may be made by the learned Sole Arbitrator in the Award.

40. The Registry is directed to forthwith communicate a copy of this order to the learned Sole Arbitrator through all permissible modes, including electronic mail, to enable expeditious commencement of the arbitral proceedings.

41. It is clarified that all rights and contentions of the parties in relation to their respective claims and counterclaims are expressly kept open and are left to be adjudicated by the learned Sole Arbitrator on

their own merits, in accordance with law.

42. Needless to state, nothing contained in this order shall be construed as an expression of opinion by this Court on the jurisdiction or merits of the disputes between the parties, and all observations herein are confined solely to the adjudication of the present petition under Section 11 of the Act.

43. The Registry is further directed that the documents handed over across the Bar during the hearing, comprising a copy of the reply along with the relevant supporting documents, be taken on record and form part of the electronic record of this Court.

44. Accordingly, the present petition stands disposed of in the above terms.

HARISH VAIDYANATHAN SHANKAR, J.

FEBRUARY 17, 2026/sm/her