



2025:DHC:6266



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

% *Date of Decision: 24<sup>th</sup> July, 2025*

+ ARB.P. 442/2025

TRIVENI PATTERN GLASS LTD

.....Petitioner

Through: Mr. Mukul Gupta, Senior Advocate  
with Mr. Vibhor Garg, Mr. Sumit Mishra and Ms.  
Diksha Kakkar, Advocates.

versus

TRIVENI GLASS LTD & ORS.

.....Respondents

Through: Mr. Omar Ahmad, Mr. Vikram Shah,  
Mr. Ishan Gaur, Mr. Simranjeet and Mr. Ritik  
Kumar Rath, Advocates for R-1.  
Mr. Arjun Pall, Advocate for R-2.  
Mr. Tushar Gupta, Advocate for R-3.

**CORAM:**

**HON'BLE MS. JUSTICE JYOTI SINGH**

**JUDGEMENT**

**JYOTI SINGH, J. (ORAL)**

1. This petition is filed on behalf of the Petitioner under Section 11(6) of the Arbitration and Conciliation Act, 1996 ('1996 Act') for appointment of a sole Arbitrator to adjudicate the *inter se* disputes between the parties.
2. Facts to the extent relevant and as averred in the petition are that a Business Transfer Agreement ('BTA') was executed between Respondent No. 1 and Navilan Merchants Pvt. Ltd. ('NMPL') on 29.03.2019 for sale and transfer of fully operative and functional glass manufacturing and processing Plant located at Kondagudem, West Godawari District, Rajamundry, Andhra Pradesh, as a going concern on 'as is where is basis' in terms of the



said BTA along with all current stocks, inventory etc., in the said Plant. Respondent No. 2, the Managing Director of Respondent No. 1, stood as personal guarantor as stated in Article 9.7 of BTA and also executed the BTA on behalf of Respondent No. 1. Parties to the BTA agreed that they will endeavour to ensure that there is no disruption of services, supplies etc. from the date of execution of BTA till closure on 31.08.2019, which date was extended till 30.11.2019 by subsequent Addendums to the BTA.

3. It is averred by the Petitioner that effective from 01.04.2019, all operations of the Plant including raw material and stock were transferred in favour of NMPL i.e. predecessor-in-interest of the Petitioner and all benefits from the sale proceeds and incidental benefits were on account of NMPL, which were to be regularly remitted by TGL in favour of NMPL. This intention of the parties was also incorporated in the Sole Selling and Distribution Agreement ('SSDA') dated 23.04.2019. An Addendum No. 1 dated 26.04.2019 was also executed between Respondent No. 1 and NMPL, which form part of the BTA.

4. It is further averred that pursuant to these agreements and upon incorporation of the Petitioner, a Tripartite Assignment Agreement ('TAA') was executed between the Petitioner, Respondent No. 1 and NMPL on 08.05.2019, whereby NMPL assigned all its rights and interests accruing under BTA and SSDA in favour of the Petitioner and Respondents became confirming party to the TAA. Post execution of TAA, Respondent No. 1 accepted monies from the Petitioner and also executed three Addendums, which also form part of BTA. Upon receipt of consideration in terms of and in performance of these agreements, Respondent No. 1 also executed Tripartite Agreement dated 21.01.2020 with GAIL (India) Limited,



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registered Sale Deed dated 05.02.2020 for land measuring 26.65 acres including built up structure and certificate dated 20.02.2020 confirming surrender of all licenses, permissions etc.

5. Petitioner avers that it made various payments to Respondent No. 1 and to third parties on its behalf both directly and through NMPL towards consideration and running of the Plant effective from 01.04.2019 under due acknowledgment on representation by Respondent No. 1 that amounts will be repaid. However, no payment was made and as per books of accounts and ledgers for the period 01.04.2019 to 31.03.2023, maintained by the Petitioner in ordinary course of business, a sum of Rs.4,36,03,064/- is due to the Petitioner from Respondent No. 2 as on 31.03.2023 excluding interest of 18% per annum. Demand notice was issued by the Petitioner on 20.09.2023 but payment was not made *albeit* Respondents in their reply dated 02.11.2023 admitted execution of BTA, SSDA and TAA. There being an arbitration agreement in the BTA, Petitioner invoked the arbitration clause Article 24 and sent a notice dated 21.12.2023 calling upon Respondents to appoint a mutually agreeable Arbitrator within 30 days failing which Petitioner would take recourse to legal remedies, however, Respondents failed to agree to the appointment, compelling the Petitioner to file the present petition.

6. At the outset, learned counsel appearing on behalf of Respondent No. 1 takes a preliminary objection to the maintainability of this petition referring to the detailed reply filed. It is urged that TAA was executed on 08.05.2019 containing Clause 15 which is the arbitration agreement between the parties, whereby parties expressly agreed that any dispute that may arise under TAA or BTA shall be first resolved amicably between the parties and



only upon failure to do so, would the disputes under BTA will be referred to a sole Arbitrator, to be appointed by mutual consent of the three parties i.e. Petitioner, Respondent No. 1 and NMPL. Thus, all disputes arising under BTA were governed by Clause 15 in TAA and by virtue thereof, Petitioner was obliged to attempt amicable resolution of the disputes before resorting to invocation of arbitration. Having not taken recourse to the mandatory pre-arbitral mechanism, Petitioner cannot approach this Court under Section 11(6) of the 1996 Act and being premature, petition deserves to be dismissed. It is emphasised that the expression 'shall' in Clause 15 fortifies the agreement between the parties that invoking arbitration would only be a second step in case the amicable resolution failed. In support of this plea, learned counsel relies on the judgment of the Division Bench of this Court in *Welspun Enterprises Ltd. v. NCC Ltd., 2022 SCC OnLine Del 3296*, wherein examining a similar Dispute Resolution Clause, the Court held that if the arbitration agreement requires parties to exhaust the pre-reference procedure and engage in negotiations or amicable settlement of disputes, right to refer the disputes to arbitration would arise only after parties have exhausted the said procedure and even in cases where such process consumes significant time, cause of action to invoke arbitration would arise only after such process has irrevocably broken down.

7. *Per contra*, Mr. Mukul Gupta, learned Senior Counsel appearing on behalf of the Petitioner submits that there is no merit in the preliminary objection raised by Respondent No. 1. It is urged that if a party who has genuine claims against the other party to the arbitration agreement and makes an attempt to amicably settle the disputes but for some reason the other party simply sits back and allows time to pass, it cannot be argued that



the first party will be precluded from taking recourse to arbitration as mechanism for dispute resolution, as this would be highly unfair and detrimental to the interest of a party aggrieved. Therefore, it cannot be urged by Respondent No. 1 that as a thumb rule no party can invoke arbitration till it exhausts the pre-reference procedure of amicable settlement/conciliation even though it may be so prescribed in the dispute resolution clause agreed upon between the parties.

8. To buttress this plea, Mr. Gupta relies on the judgments of the Co-ordinate Benches of this Court in *Continuum Power Trading (TN) Private Limited v. Solar Energy Corporation of India Limited, ARB. P. 562/2024*, decided on 17.05.2024 as also *Sri Ganesh Engineering Works v. Northern Railways and Another, 2024 SCC OnLine Del 8985*, wherein it is held that pre-arbitration dispute resolution mechanism cannot be read to preclude the parties from invoking arbitration, if parties have sincerely tried to resolve the disputes and in a given situation asking the parties to wait for settlement talks to culminate could be counterproductive. Therefore, non-exhaustion of the remedy to resolve the disputes amicably cannot preclude a party to approach the Court for appointment of Arbitrator invoking the jurisdiction under Section 11(6) of 1996 Act. Mr. Gupta relies on judgment of the Supreme Court in *B and T AG v. Ministry of Defence, (2024) 5 SCC 358*, where the Supreme Court referring to the judgment of the Supreme Court in *Geo Miller & Co. (P) Ltd. v. Rajasthan Vidyut Utpadan Nigam Ltd., (2020) 14 SCC 643*, held that whether any particular facts constitute a cause of action has to be determined with reference to facts of each case and with reference to the substance rather than form of action. If an infringement of a right happens at a particular time, the whole cause of



action will be said to have arisen then and there. In such a case, it is not open to a party to sit tight and not file an application for settlement of dispute of his right which has been infringed within the limitation period provided and allow his right to be extinguished by lapse of time and thereafter, to wait for another cause of action and then file an application under Section 11 of 1996 Act for establishment of his right, which was not then alive. The argument is that if a party is precluded from taking recourse to Section 11 on account of non-exhaustion of pre-arbitral mechanism of amicable resolution of disputes, then in a given case a situation may arise where disputes are not immediately resolved and by the time the procedure culminates, the petition under Section 11 becomes time barred under Article 137 of the Limitation Act, 1963.

9. Without prejudice to the aforesaid contention, Mr. Gupta submits that even otherwise Respondent No. 1 is factually incorrect in stating that Petitioner has not taken recourse to pre-arbitral procedure of resolving the disputes amicably as envisaged in the arbitration clause inasmuch as Petitioner through its Demand Notice dated 20.09.2023 had called upon the Respondents to amicably resolve the disputes by making the outstanding payment mentioned therein so that parties could part ways amicably. However, in response thereto, Respondents completely denied the liability and made serious allegations against the Petitioner of cheating and fraud with a threat to take recourse to criminal action. Therefore, it cannot be said that Petitioner did not exhaust the first step of attempting amicable settlement before approaching this Court and the petition is maintainable.

10. Heard learned Senior Counsel for the Petitioner and learned counsels for the Respondents.



11. Since a preliminary objection is raised to the maintainability of this petition, it needs to be adjudicated at the outset. Broadly understood, the objection to the maintainability of the petition is that Petitioner has not exhausted the pre-reference procedure of resolving the disputes amicably before invoking arbitration and thus the petition is premature. To decide the rival contentions, it would be useful to refer to the arbitration clause, which is extracted hereunder, for the ease of reference:-

***“Article 24 - Dispute Resolution***

*In the event of any dispute or differences arising between the Parties hereto either touching or concerning the construction, meaning or effect of this Agreement or the respective rights and obligations of the Parties hereto, or their enforcement there under, it shall be first settled amicably through discussions and consultation between the Parties. If the dispute is not resolved then it would be referred to Arbitration by appointment of sole Arbitrator in accordance with the provisions of the Arbitration and Conciliation, Act 1996. The arbitration award made by arbitrator shall be final and binding on the Parties and the Parties agree to be bound thereby and to act accordingly. The award shall be enforceable in competent courts of law. The place and seat of Arbitration shall be New Delhi. All the Arbitration proceedings shall be conducted in English language. The award shall be in writing. When any dispute is under arbitration, except for the matters under dispute the Parties shall continue to exercise their remaining respective rights and fulfil their remaining respective obligations under this Agreement during the pendency of the arbitration proceedings.*

*15. That the Parties hereby agree that they shall work together to resolve any dispute that may arise under this agreement or under the BTA and in the event that disputes do arise, which parties are unable to settle amicably, the dispute shall be referred to arbitration as per Arbitration and Conciliation Act. 1 996. That the dispute arising out of this agreement or under the Business Transfer Agreement including its Addendum I shall be referred to a sole arbitrator to be appointed by mutual consent of all the three parties and the place/seat/venue of Arbitration shall be New Delhi.”*

12. Indisputably, the clause envisages that the parties will work together to resolve any dispute that may arise under TAA dated 08.05.2019 and BTA



dated 29.03.2019 amicably and only when parties are unable to settle, disputes shall be referred to arbitration as per 1996 Act. The only question that arises for consideration before this Court is whether Petitioner is precluded from taking recourse to arbitration in the absence of having taken recourse to amicable settlement of the disputes arising between the parties. The answer to this question need not detain this Court as this issue has been decided by the Division Bench of this Court in *Welspun (supra)*.

13. It is pertinent to mention that the Division Bench was deciding an appeal under Section 37(1)(c) of 1996 Act, where a challenge was laid to an order passed by the learned Single Judge of this Court dismissing a petition under Section 34 of 1996 Act against arbitral award dated 23.07.2018. The award was rendered by majority of 2:1 by an Arbitral Tribunal comprising of three members. While majority was of the view that the claims of Welspun in the final bill were barred by limitation, minority member expressed a contrary view and learned Single Judge concurred with the view that claims were barred by limitation since arbitration was not commenced within three years from the due date of payment of the final bill, as claimed. It is this controversy which the Division Bench was called upon to decide and in this context, the Division Bench examined whether in light of the dispute resolution mechanism agreed to by the parties, period of limitation would commence prior to the parties exhausting the agreed pre-reference procedure/remedies. Referring to several judgments of the Supreme Court as also this Court, including the judgment in *Geo Miller (supra)* and of this Court in *Alstom Systems India Pvt. Ltd. v. Zillion Infraprojects Pvt. Ltd.* in O.M.P.(COMM.) 351/2021, decided on 31.01.2022, the Division Bench held that period of limitation for referring the disputes to arbitration cannot



commence till parties have exhausted the pre-reference procedure as provided in the dispute resolution clause. In this backdrop, the Court also decided the issue of obligation of a party to take recourse to pre-reference mechanism, if provided in the arbitration clause, before invoking arbitration and held that if the arbitration clause requires the parties to engage in negotiations or to attempt to resolve the disputes in mediation/conciliation, right to refer the disputes to arbitration would arise only after negotiations for amicable settlement have failed and parties have exhausted their endeavours to resolve the disputes. Relevant paragraphs of the judgment are as follows:-

*“66. In Alstom Systems India Pvt. Ltd. v. Zillion Infraprojects Pvt. Ltd., a Single Bench of this Court had considered the question whether the period of limitation for referring the disputes to arbitration would commence from the date of failure of mediation. The Court referred to the decision of the Supreme Court in Geo Miller & Company Pvt. Ltd. v. Chairman, Rajasthan Vidyut Utpadan Nigam Ltd. and held as under:*

*“21. No doubt, the opening sentence of para 28 in Geo Miller talks of exclusion of the period of negotiation, while computing the period of limitation for the purposes of 1996 Act. Mr. Sethi had, with some justification, sought to capitalize on this observation to contend that, at best, the learned Arbitral Tribunal could only have excluded the period during which the petitioner and the respondent were negotiating. The learned Arbitral Tribunal could not, submits Mr. Sethi, have postponed the cause of action to 27<sup>th</sup> September 2020, when the efforts at mediation failed.*

*22. If one were to read the first sentence in para 28 of Geo Miller divorced from the rest of the paragraph, perhaps this submission might have merited consideration. It is, however, trite that the judgments of Court are not to be read like statutes. Equally, words used by the Supreme Court, in its judgments, are all to be accorded due importance. A paragraph in a judgment is to be read as a whole, and not in a vivisected fashion, relying on one sentence and overlooking others. Para 28 of Geo Miller clearly goes on to hold that, once the ‘breaking point’, being the date on which any reasonable party would have abandoned the efforts at settlement, is determined, the cause of action would be deemed to arise from*



*that date, for referring the dispute to arbitration. These words are clear, unambiguous and unequivocal. They entirely support the view, expressed by the learned Arbitral Tribunal, that the cause of action, in the present case, would be deemed to arise on 7<sup>th</sup> September 2020, being the date on which efforts at mediation between the parties ultimately failed. That once the 'breaking point', being the date on which any reasonable party would have abandoned the efforts at settlement, is determined, the cause of action would be deemed to arise from that date, for referring the dispute to arbitration. These words are clear, unambiguous and unequivocal."*

*[emphasis added]*

*67. We concur with the aforesaid view. The period of limitation for referring the disputes to arbitration cannot commence till the parties have exhausted the necessary pre-reference procedure. If the arbitration clause requires the parties to engage in negotiations or to attempt to resolve the disputes in mediation/conciliation, the right to refer the disputes to arbitration would arise only after the negotiations for an amicable settlement have failed and the parties have exhausted their endeavors to resolve the disputes through mediation/conciliation.*

*68. Several courts in various decisions have consistently held that pre-reference arbitration mediation/settlement processes are required to run the full course. Even in cases where such processes have consumed a significant period of time, the courts have held that the cause of action to invoke the arbitration would arise only after such process has irrevocably broken down.*

*70. In National Highways Authority v. Progressive Construction Ltd., a Single Bench of this Court considered a case whether the disputes had been pending resolution before a committee constituted by the petitioner (National Highways Authority). The reference of the disputes to a committee was not a part of the dispute resolution clause; the committee had been set up in an ad hoc fashion after the disputes had arisen during the performance of the contract in question. The process for amicable resolution of disputes continued for almost six years before it was explicitly rejected. Thereafter, the disputes were referred to arbitration. In the arbitral proceedings, an objection was raised that the claims were barred by limitation. It was contended that the period of limitation commenced from the original date when the disputes had first arisen prior to reference of the same to the committee. The Arbitral Tribunal rejected the said contention and found that the claims were within the period of limitation. The arbitral award was challenged before this Court. The learned Single Judge of this Court upheld the arbitral award and observed as under:*



*“20. On reading of the findings of the Arbitral Tribunal it would disclose that the arguments of the petitioner on the issue of limitation are without any force, as there is a finding of fact by the Arbitral Tribunal that the Variation Orders for the entire increased quantity were not issued on 26<sup>th</sup> March, 2003, and yet further the issue as to the revision of the rates was under the active consideration of the respondent for a very long time from 29<sup>th</sup> May, 2003, to 27<sup>th</sup> April, 2009, as the respondent had formed a Committee for revising the rates and forwarding the revised rates to NHAI for approval, and the respondent had also appeared before the Committee in an attempt to amicably resolve the issue. The respondent rejected the proposal for revised rates only on 27<sup>th</sup> April, 2009, and therefore the contention of the petitioner is that the cause of action began on 26<sup>th</sup> March, 2003, cannot be accepted. It is settled law that when the parties are actively trying to resolve the disputes, then the cause of action for resorting to arbitration cannot be said to have commenced.”*

*71. The decision of the learned Single Judge in National Highways Authority v. Progressive Construction Ltd. was upheld by a Division Bench of this Court by an order dated 08.09.2014. The relevant extract of the said decision reads as under:*

*“24. The third condition concerns limitation.*

*25. As per NHAI the cause of action arose when variation order for change in quantity of items were issued on March 26, 2003.*

*26. The learned Single Judge has noted that the learned Arbitral Tribunal has dealt with the factual aspect of this issue, which reasoning has been verbatim noted in paragraph 19 of the impugned decision.*

*27. Pithily stated that the learned Single Judge has brought out that after the variation order, notifying change of quantities, was issued on March 26, 2003, parties discussed the vexed question of in what manner the same had to translate into price payable to the contractor. The learned Single Judge has noted that the Arbitral Tribunal had succinctly brought out that the variation order issued on March 26, 2003 was not for an entire increased quantity. The learned Single Judge has noted that the Arbitral Tribunal has brought out the impact of the issue of revision of rates being discussed. The learned Single Judge has noted that on April 27, 2009, NHAI itself had formed a committee to resolve the impasse. To put it pithily, the dispute was not on the increased quantity as per price variation; the dispute concerned the revision of rates. It is not the case of NHAI that on a particular date it unequivocally closed the chapter on the revision of the rates leaving no further*



*scope for any discussion and further with respect to said date cause of action would accrue.*

*28. The objections filed by NHAI show a total confusion in the mind of NHAI between a cause of action and cause of action accruing. Whereas the former encompasses such facts, if traversed, required to be proved to sustain a claim, the latter would mean the date on which the right to sue accrues.”*

*[emphasis added]*

*72. It is necessary to note that the Coordinate Bench of this Court had held that there was a clear distinction between “cause of action” for prosecuting a claim and the “cause of action accruing” for invoking arbitration.*

*76. We are unable to concur with the aforesaid reasoning of the learned Single Judge in Ravinder Kumar Verma v. BPTP Ltd. Section 77 of the A&C Act expressly proscribes the parties from initiating any judicial proceedings in respect of disputes that are subject matter of conciliation proceedings except where in the opinion of the party “such proceedings are necessary for preserving his rights”. The period of limitation to refer the disputes to arbitration commences only upon the parties exhausting the necessary pre-reference procedure, hence, the question of taking recourse to Section 11 of the A&C Act for appointment of an arbitrator for preserving the right to arbitration does not arise.*

*77. The necessary question to be addressed is whether the period of limitation for referring the disputes to arbitration commences to run prior to the parties exhausting the agreed pre-reference procedures. In our view, the answer is in the negative. If the period of limitation does not commence running till the pre-arbitration processes have been exhausted - as has been held in various decisions - there is no need for protecting the remedy of arbitration against the bar of limitation prior to completion of the pre-reference procedure. We are unable to accept that if the arbitration agreement requires a party to refer the disputes to conciliation before referring the same to arbitration, the period of limitation would commence prior to the parties exhausting the remedy to resolve the disputes through conciliation.*

*78. The idea of mediation, even in cases of litigation, is encouraged in many countries. Austria, for example, provides methods of regulating limitation periods and permits suspension of such limitation period before initiating court proceedings. Poland requires for interruption of the limitation period in cases of pre-litigation mediation, that is, the limitation period ceases entirely upon commencement of the mediation process. The position in Hungary appears to be similar. In Singapore, however, the mediation process does not generally postpone or pause the period*



*expended in settlements efforts before invoking arbitration.*

*93. In the facts of the present case, the Arbitration Clause expressly required the parties to attempt resolving the disputes and differences by mutual negotiations. If the efforts to resolve the disputes did not yield fruit within a period of one month from the date the same had arisen, the parties were bound to refer the disputes to their respective Chief Executives. The parties could refer the disputes to arbitration only if the Chief Executives failed to arrive at a consensus.*

*97. Welspun was not expected to immediately institute the dispute resolution mechanism on the Completion Certification being issued on 30.11.2010. The letter dated 10.09.2012 indicates that the controversy between the parties had crystalized after 30.11.2010. However, it is also clear from the letter dated 10.09.2012 that the disputes had arisen between the parties and the parties had failed to resolve the same. Within a period of three months after receipt of the letter dated 10.09.2012, Welspun invoked the dispute resolution mechanism and by a letter dated 26.11.2012, made a request for their respective Chief Executives to meet to resolve the disputes.*

*98. It is not clear as and when the negotiations between the parties to amicably resolve the disputes commenced and failed. However, it is clear that Welspun had escalated resolution of the disputes to the second tier by seeking a reference to the respective Chief Executives well within the period of limitation. Clearly, Welspun could not have sought a reference to arbitration prior to referring the disputes for resolution to the respective Chief Executives. Concededly, an attempt to resolve the disputes by the Chief Executives failed on 21.12.2012. It is on the said date that the right to refer the disputes arose in favour of Welspun. Welspun could not have referred the disputes prior to exhausting the remedies of referring the disputes to the respective Chief Executives for resolution. The period of limitation for referring the disputes to arbitration thus, must commence from the said date, that is, 21.12.2012. Welspun commenced arbitration on 27.01.2014, that is, after a period of thirteen months and six days, which was within the period of three years from the date on which the right to refer the disputes to arbitration arose.*

*99. In view of the above, it is clear that the decision of the Arbitral Tribunal (majority) to reject the claims made by Welspun as being barred by limitation is erroneous and the impugned award is liable to be set aside. The said error is self-evident from the record.*

*100. The learned Single Judge accepted that it was necessary for the parties to explore the possibility of settlement through reference of the disputes to the Chief Executives before invoking the arbitration. However, the learned Single Judge erroneously concluded that Welspun was not considering the reference to the Chief Executives as a precondition for*



*invocation of the arbitration but as a step for attempting an amicable resolution of the disputes.*

*101. This Court is unable to concur with the said view. Once it is accepted that it is necessary for Welspun to make a reference of the disputes to the Chief Executives of the parties, it follows that Welspun could seek a reference to arbitration only if the said proceedings were terminated. As noted above, the reference to the Chief Executives of the parties resulted in failure on 21.12.2012. Welspun could have invoked the arbitration immediately thereafter but its failure to do so does not render its reference barred by the Limitation Act.”*

14. In light of the judgment of the Division Bench, there is merit in the preliminary objection raised by Respondent No. 1 that Petitioner ought to have exhausted the pre-reference procedure of amicable settlement of the disputes before approaching this Court for appointment of Arbitrator and the judgments of the Coordinate Benches can be of no aid to the Petitioner. *Albeit* Mr. Gupta referred to the judgment of the Supreme Court in ***B and T AG (supra)*** but in his usual fairness, candidly submitted that the said judgment does not deal with the issue arising in the present case and also conceded that there is no judgment of the Supreme Court holding contrary to the judgment of the Division Bench in ***Welspun (supra)***. Insofar as the argument that Petitioner did attempt to amicably settle the disputes is concerned, I have carefully perused the notice sent by the Petitioner on 20.09.2023 but I am unable to discern any request by the Petitioner to amicably resolve the disputes.

15. Accordingly, this petition is dismissed as premature since Petitioner has not taken recourse to pre-reference mechanism of resolving the disputes through settlement talks.

16. At this stage, learned Senior Counsel for the Petitioner and counsel for Respondent No. 1 submit, on instructions, that they are willing to explore



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the possibility of amicable settlement of their *inter se* disputes. It is also agreed that parties will convene a meeting on 11.08.2025 at 04:00 P.M. at a mutually convenient venue, which will be decided in advance.

17. Let the parties explore the possibility of amicable settlement as agreed. Needless to state that if the settlement talks fail for any reason, parties will be at liberty to take recourse to resolution of disputes through arbitration. It is made clear that this Court has not expressed any opinion on the merits of the case and all rights and contentions of the parties are left open.

**JYOTI SINGH, J**

**JULY 24, 2025/Shivam**