

IN THE SUPREME COURT OF INDIA
CIVIL ORIGINAL JURISDICTION

ARBITRATION PETITION NO. 82 OF 2025

ECOLOGIC CIRCLE LIMITED

PETITIONER(S)

VERSUS

ECOSURE PULPMOLDING TECHNOLOGIES
LIMITED

RESPONDENT(S)

O R D E R

1. This petition under Section 11(6) of the Arbitration and Conciliation Act, 1996 (1996 Act), seeks the appointment of a sole arbitrator to adjudicate disputes arising out of an Equipment Sales Contract and an Equipment Installation Contract, both dated 13.01.2025 (Contracts). The Contracts concern the supply, installation and commissioning of pulp-moulding equipment for the Petitioner's project in Thailand.

2. Briefly stated, the Petitioner is a company incorporated under the laws of Thailand, while the Respondent is a company incorporated under the Companies Act, 2013 and existing under the laws of India. Under the Contracts, the Respondent agreed to supply, install and commission pulp-moulding machinery and allied equipment for the Petitioner's project, together with associated services. Clause 15 of the Equipment Sales Contract provides that disputes arising out of or in connection with that contract shall be finally settled by arbitration. Clause 16(b) of the Equipment Installation Contract provides that, if negotiations fail, disputes shall be referred to arbitration under the Rules of the

International Chamber of Commerce. Clause 22 of that Contract also contemplates resolution through negotiation, mediation and arbitration.

3. According to the Petitioner, it remitted USD 204,642 under the Contracts. The Respondent, however, failed to manufacture, ship and install the equipment within the agreed timelines or refund the amount received. The Petitioner relies on subsequent communications to contend that the Respondent acknowledged difficulties in performance, proposed cancellation of the Contracts and agreed to refund the amount in instalments, but failed to do so. It is further alleged that the Respondent thereafter caused a criminal complaint to be filed before a court at Gautam Budh Nagar.

4. The Petitioner consequently invoked arbitration by notice dated 11.10.2025 and proposed the appointment of a former Judge of the High Court of Delhi as the sole arbitrator. The notice was sent to the Respondent by email as well as by post and courier. The Respondent did not reply. The Petitioner has therefore instituted the present petition.

5. Since the Petitioner is incorporated in Thailand, the proposed arbitration is an "international commercial arbitration" within the meaning of Section 2(1)(f) of the 1996 Act. This Court, therefore, has jurisdiction under Section 11(12)(a) of the 1996 Act.

6. Notice in these proceedings was delivered at the Respondent's

Greater Noida address. By order dated 26.05.2026, the Petitioner was also directed to serve the Respondent through the learned counsel appearing for it in certain other proceedings. Proof of such service by email has been placed on record. Despite service, no one has entered appearance for the Respondent.

7. We have heard learned Senior Counsel for the Petitioner and perused the material on record. At the present stage of limited scrutiny under Section 11, we are satisfied, *prima facie*, as to the existence of an arbitration agreement and disputes falling within its ambit.

8. Having regard to the facts and circumstances set out above, we allow the Arbitration Petition and appoint Mr. Rajiv Jain, Advocate, as the sole arbitrator to adjudicate the disputes arising out of or in connection with the Contracts.

9. The appointment shall be subject to the learned Arbitrator furnishing the disclosure contemplated under Section 12(1) of the 1996 Act and not being ineligible under Section 12(5) thereof.

10. All questions concerning the jurisdiction of the arbitral tribunal, arbitrability, limitation, maintainability, and the scope and interpretation of the arbitration clauses are left open to be raised before the learned Arbitrator. It is clarified that we have not made any observation on the merits of the subsisting dispute(s).

11. Notably, the Contracts do not expressly designate the seat of arbitration. The Petitioner proposed New Delhi, India, in its notice of invocation dated 11.10.2025, and the Respondent has not appeared to object despite service. Accordingly, the seat and venue of arbitration shall be New Delhi, India.

12. The learned Arbitrator shall be at liberty to fix the remuneration/fees in consultation with the parties. The Arbitration Petition is allowed in the above terms. Ordered accordingly.

13. Pending interlocutory applications, if any, also stand disposed of.

.....CJI
(SURYA KANT)

.....J.
(JOYMALYA BAGCHI)

.....J.
(V. MOHANA)

NEW DELHI;
AUGUST 21, 2026.

S U P R E M E C O U R T O F I N D I A
RECORD OF PROCEEDINGSPetition(s) for Arbitration No(s). 82/2025

ECOLOGIC CIRCLE LIMITED

Petitioner(s)

VERSUS

ECOSURE PULPMOLDING TECHNOLOGIES LIMITED

Respondent(s)

(IA No. 336793/2025 - EXEMPTION FROM FILING O.T.)

Date : 21-08-2026 This matter was called on for hearing today.

CORAM : HON'BLE THE CHIEF JUSTICE
HON'BLE MR. JUSTICE JOYMALYA BAGCHI
HON'BLE MRS. JUSTICE V. MOHANAFor Petitioner(s) :Mr. Dhanesh Relan, Sr. Adv.
Mr. Ashish Batra, AOR
Mrs. Brinda Batra, Adv.

For Respondent(s) :

UPON hearing the counsel the Court made the following

O R D E R

The Arbitration Petition is allowed in terms of the signed order.

Pending application(s), if any, shall stand closed.

(NITIN TALREJA)
ASTT. REGISTRAR-cum-PS(PREETHI DILEEP KUMAR)
DY. REGISTRAR

(Signed order is placed on the file)