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

CNR No. DLHC010071762026

+ **ARB.P. 355/2026 & I.A. 5180/2026**

GURUMAHARAJ ENGICON PRIVATE LIMITED Petitioner

Through: **Mr. Pawan R Upadhyay & Mr. Piyush Gupta, Adv.**

versus

TALCHER FERTILIZERS LIMITED Respondent

Through: **Mr. Dewansh Shukla & Ms. Srishti Agrawal, Adv.**

CORAM:

HON'BLE MR. JUSTICE AVNEESH JHINGAN

ORDER

% **19.08.2026**

1. This petition is filed under Section 11 of the Arbitration and Conciliation Act, 1996 (for short 'the Act') for appointment of an arbitrator.
2. The brief facts are that the petitioner was awarded the contract dated 17.06.2022 by the respondent for 'Supply, Erection, Testing & Commissioning of Permanent Raw Water Supply System at Talcher, Odisha'. The contract duration was 24 months but the work was delayed. The petitioner sought extension of time (EOT) which was granted up to 22.06.2023. Another EOT request was made by the petitioner but the respondent on 22.06.2023 terminated the contract and invoked the Performance Bank Guarantee. A writ challenging the termination was filed before the Orissa High Court, and *vide* order dated 08.12.2023 the writ was disposed of with liberty to the petitioner to raise all the issues permissible in



law before the arbitrator. Clause 107 of Section IX of the General Conditions of Contract provides for dispute resolution through arbitration. Notice invoking arbitration as per Section 21 of the Act was served on 25.06.2024 by the petitioner. Hence, the present petition.

3. Learned counsel for the respondent on instructions has no serious objection for referring the matter to arbitration.

4. Accordingly, the petition is allowed by appointing Justice Mr. Vineet Saran (Retd.) (Mobile No.7897420209 & 9937233336) as the sole arbitrator for adjudication of the disputes which have arisen between the parties. Pending application is also disposed of. Pending application is also disposed of.

5. Arbitral proceedings will be held under the aegis of Delhi International Arbitration Centre (DIAC). Fee of the Arbitrator shall be fixed as per fee schedule or with the consent of the parties.

6. Before entering upon reference, the learned Arbitrator will comply with Section 12 of the Act.

7. It is made clear that since this Court has not expressed any opinion on the merits of the rival claims of the parties and it will be open for the parties to file their respective claims/counter claims before the learned Arbitrator which will be considered in accordance with law.

8. A copy of this order be forwarded to the learned Arbitrator for information.

AVNEESH JHINGAN, J

AUGUST 19, 2026

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