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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**
+ **ARB.P. 122/2017**

BHARAT HEAVY ELECTRICALS LIMITED Petitioner

Through: Mr K. R. Sasiprabhu, Mr Somiran
Sharma and Mr Raghu Chandra
Reddy, Advocates.

versus

PUNJ LLOYD LIMITED Respondent

Through: Mr Karan Luthra and Ms Niyati
Kohli, Advocates.

CORAM:

HON'BLE MR. JUSTICE VIBHU BAKHRU

ORDER

% **27.03.2017**

1. The petitioner has filed the present petition under Section 11 of the Arbitration and Conciliation Act, 1996, *inter alia*, praying that an Arbitrator be appointed to adjudicate the disputes between the parties which are stated to have arisen in connection with the Purchase Order dated 31.01.2017. The general conditions of the Purchase Order as applicable to the Purchase Order in question includes an arbitration clause, which is set out below:-

“22.0 ARBITRATION

In the event of any dispute or difference arising between PURCHASER and Supplier touching or concerning the interpretation or performance of this Purchase Order or relative to this Purchase Order or in connection therewith or the rights and liabilities of either of the parties hereto, the parties shall endeavour to settle the same by mutual agreement.

If the parties hereto should fail to settle such difference or dispute by mutual agreement, the same shall be finally settled by arbitration at the request of either of the parties hereto. The arbitration shall be conducted by a Sole Arbitrator who shall be

the Retd. Judge of Delhi High Court. The Arbitrator shall give a reasoned award.

Such arbitration shall be conducted at Delhi in the English language and in accordance with the Indian Arbitration and Conciliation Act, 1996 governed by Laws of India.

The parties hereby agree that the decision or award of arbitrator including cost in arbitration to be borne by the respective Party (s) shall be final and binding on both parties.”

2. The petitioner issued a notice dated 18.07.2014 invoking the arbitration clause. However, the Arbitrator has not been appointed as yet.
3. The learned counsel for the respondent does not dispute the existence of the arbitration agreement (clause). He, however, submits that the disputes sought to be raised by the petitioner are barred by limitation apart from being not sustainable on merits.
4. At this stage, it is not necessary to examine the merits of the disputes between the parties as the same would have to be adjudicated by the Arbitral Tribunal. Since the arbitration clause is not disputed an Arbitrator is required to be appointed. It is, accordingly, directed that an Arbitrator be appointed under the Rules of Delhi International Arbitration Centre (DIAC). The parties shall appear before the Co-ordinator, DIAC on 11.04.2017 at 11:00 AM. The arbitration shall be conducted under the aegis of DIAC and in accordance with its Rules.
5. The petition is disposed of.

VIBHU BAKHRU, J

MARCH 27, 2017/MK