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

+ **ARB.P. 404/2017**

VIKRAM SOLAR PVT.LTD.

..... Petitioner

Through: Mr. Nilava Bandhopadhayay and
Mr. Rahul Pandey, Advs.

versus

NATIONAL THERMAL POWER COMPANY LTD. Respondent

Through: Mr. Puneet Taneja, Advocate

CORAM:

HON'BLE MR. JUSTICE VIBHU BAKHRU

ORDER

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31.05.2017

1. The present petition has been filed by the petitioner under Section 11 of the Arbitration and Conciliation Act, 1996 (hereinafter 'the Act'). The petitioner seeks that an arbitrator be appointed to adjudicate the disputes which have arisen between the parties in connection with two contracts dated 20.04.2016. The said contracts were entered after accepting the petitioner's bid for the implementation of Solar Photo Voltaic Projects in Blocks P-5, P-6 in Rajasthan.
2. The learned counsel appearing for the respondent (NTPC) states that the petitioner has not filed the correct copy of the contracts and the documents filed along with the present petition pertain to the project in Madhya Pradesh. He, however, does not dispute that the General Conditions of the Contract (GCC), which includes an arbitration clause, is common to

both the contracts pertaining to projects in Madhya Pradesh as well as in Rajasthan.

3. After some arguments, learned counsel for the parties concur that instead of a tribunal of three members, a sole arbitrator may be appointed to adjudicate all disputes between the parties in connection with the aforementioned two contracts.

4. The learned counsel for NTPC, on instructions, has suggested names of three persons who could be appointed as an Arbitrator. The said names include Justice Anil Dev Singh (Retd.) former Chief Justice of Rajasthan.

5. Accordingly, with the consent of the parties. Justice Anil Dev Singh (Retd.) is appointed as the sole arbitrator to adjudicate the present dispute. This is subject to the arbitrator making the necessary disclosure under Section 12 of the Act and not being ineligible under Section 12(5) of the Act. The arbitrator shall fix his fees in consultation with the parties.

6. The parties are at liberty to approach the arbitrator for eliciting the necessary disclosure and for further proceedings.

7. It is clarified that all the contentions of the parties including the maintainability of the claim is left open.

8. The petition is disposed of.

9. *Dasti.*

VIBHU BAKHRU, J

MAY 31, 2017

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