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

+ **ARB.P. 136/2018**

SIEMENS LIMITED

..... Petitioner

Through: Mr Amit Singh Chadha, Sr. Advocate
with Mr Rahul Sahay and Mr Sahil
Mongia, Advocates.

versus

JAL POWER CORPORATION LIMITED

..... Respondent

Through: Ms Mani Gupta and Mr Sashidhar S.,
Advocates with Mr M. K. Sharma,
Managing Director of the respondent
company.

CORAM:

HON'BLE MR. JUSTICE VIBHU BAKHRU

ORDER

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22.02.2018

IA No.2518/2018

1. Allowed, subject to all just exceptions.

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2. The petitioner has filed the present petition under Section 11(6) of the Arbitration and Conciliation Act, 1996 (hereafter 'the Act'), *inter alia*, praying that a Sole Arbitrator be appointed to adjudicate the disputes that have arisen between the parties in relation to an agreement dated 14.04.2011 (hereafter 'the Agreement') entered into between the parties. Admittedly, the Agreement includes an arbitration clause, which is set out below:-

“22.4 If a Dispute is not resolved by the good faith negotiation of the Parties within 60 days, either Party may serve upon

the other a written demand that such matter be arbitrated, which written demand shall include a brief description of the Dispute and shall specify the name and address of an arbitrator selected by it. The other Party shall within 20 days of receipt of the arbitration demand selection of its arbitrator and provide the name and address of such arbitrator to the demanding Party and its arbitrator. The two selected arbitrators shall within 15 days of the selection of the second arbitrator select the third arbitrator, failing to do so, the third arbitrator shall be nominated by the Indian Council of Arbitration, India (ICA, India).

22.5 Such Arbitral Tribunal consisting of three Arbitrators shall decide on majority and conduct the Arbitration in accordance with rules of arbitration of the Indian Council of Arbitration, India Rules. The place of arbitration shall be New Delhi, India. The language of the proceedings shall be English and the arbitration award shall be final and binding on the Parties. The procedural law of the place of arbitration shall apply where the ICA, India's rules are silent.”

3. Although, the arbitration clause provides for adjudication of disputes by an Arbitral Tribunal consisting of three members, the learned counsel for the parties state, on instructions, that a Sole Arbitrator be appointed to adjudicate the disputes between the parties.

4. Thus, with the consent of the parties, Mr Justice Kailash Gambhir (Retd.), a former judge of this Court, is appointed as a Sole Arbitrator to adjudicate the disputes that have arisen between the parties. 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.

5. The learned counsel appearing for the parties also submit that the they

have no objection to the arbitration being conducted under the aegis of Delhi International Arbitration Centre (DIAC). Accordingly, it is directed that the arbitration shall be conducted under the aegis of DIAC and in accordance with its Rules.

6. The parties shall appear before the Co-ordinator, DIAC on 08.03.2018 at 11:00 AM.

7. The petition is disposed of in the above terms.

VIBHU BAKHRU, J

FEBRUARY 22, 2018
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