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

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Date of decision: 16.10.2019

+ ARB.P. 603/2019

FITWELL POWER PROJECT PVT. LTD. Petitioner

Through Mr. A. Karthik, Mr. Badusha S., Ms.
Smrithi Suresh and Mr. Ankit Jaglan,
Advocates.

versus

VOITH HYDRO PVT. LTD. Respondent

Through Mr. Ayush Aggrawal, Mr. Vikrant B.
and Mr. M. Kirshna, Advocates.

**CORAM:
HON'BLE MS. JUSTICE JYOTI SINGH**

JYOTI SINGH, J. (ORAL)

1. This is the petition under Section 11(6) of the Arbitration and Conciliation Act, 1996 ('Act') for appointment of an Arbitrator.
2. Disputes and differences arose between the parties with respect to an agreement dated 17th May 2019.
3. The agreement between the parties is governed by an Arbitration Clause, which reads as under:-

10.33 ARBITRATION

10.33.1 Any dispute or difference which may arise between the parties out of or in connection with this Contract which the parties are unable to settle amicably, shall be settled

by reference to arbitration as per the Arbitration and Conciliation Act 1996 and Rules framed there under. The venue of arbitration proceedings shall be Delhi, India.

10.33.2 Each party shall bear its own expense with respect to any arbitration. The cost of arbitration shall be borne in such manner as may be specified in the award of the arbitrators. The final award by a majority of the arbitrators rendered in writing shall be binding upon the parties.

The language of the arbitration proceedings and communication between the parties shall be English.

10.33.3 Notwithstanding anything to the contrary contained herein, the work under the contract shall continue during the pendency of any disputes or differences in arbitration proceedings and no payment due from the Purchaser shall be withheld on account of such proceedings except to the extent which may be in dispute, and the Purchaser shall be entitled to make recoveries of amounts, if any, due from the Contractor as per the provisions of the contract except to the extent which may be in dispute.

4. Learned counsel for the respondent on instructions from the respondent submits that he has no objection for the appointment of an Arbitrator.

4. With the consent of the parties, the matter is referred to Delhi International Arbitration Centre ('DIAC'). DIAC will appoint an Arbitrator within a period of four weeks from today.

5. Parties will appear before DIAC on 15th November, 2019 at 2:00 P.M. The Arbitration Proceedings will be held under the aegis of DIAC and as per the procedure of DIAC.

6. The fees of the Arbitrator will be fixed as per the Fourth Schedule to the Act. The Learned Arbitrator shall give a disclosure under Section 12 of the Act.
7. Copy of this order be sent to DIAC for information.
8. Petition is disposed of in the above terms.

OCTOBER 16, 2019
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JYOTI SINGH, J

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