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

+ **ARB.P. 205/2024**

AIREN METALS PVT. LTD.

.....Petitioner

Through: Mr. Anant Gautam, Ms. Shivani
Sagar, Advs.

versus

KEC INTERNATIONAL LTD.

.....Respondent

Through: Ms. Payal Chandra, Mr. Rhythm
Buaria, Advs.

CORAM:

HON'BLE MR. JUSTICE JASMEET SINGH

ORDER

% **15.07.2024**

1. This is a petition filed under Section 11(6) of the Arbitration and Conciliation Act, 1996 seeking appointment of an arbitrator to adjudicate the disputes between the parties.
2. The petitioner received three Letter of Intent ("LoI") bearing No. LOA/E904/134, LOA/E901/133 and LOA/E705/132 all dated 20.12.2019, issued by the respondent, wherein orders were placed with the petitioner for supply of 65 Sq mm Cadmium Copper Catenary Wirem, per quantity mentioned in the Letter of Intent.
3. The petitioner raised invoices to enable the respondent to establish LCs for the 3 LoIs dated 20.12.2009. Against the total invoice of Rs. 5,82,80,546, the petitioner received Rs. 5,71,59,937, leaving a shortfall of Rs. 11,20,608/-.



4. The arbitration clause is clause 17 of the Letter of Intent which reads as under:

“17. Settlement of Disputes/Arbitration

If at any time, any question, dispute or difference whatsoever shall arise between two companies upon or in relation to or in connection with this Contract, every effort shall be made by both the parties to settle the dispute or difference in a mutually acceptable and amicable manner, failing which only, the same shall be referred to Arbitration. The arbitration proceedings shall be carried out in accordance with the Indian Arbitration Act 1996 and Amendments thereto. The Arbitration shall be conducted at New Delhi by a sole arbitrator appointed by Chief Executive of Railways SBU KEG.”

5. The petitioner invoked arbitration vide legal notice dated 14.11.2023.

6. Since the payment was not made, the present petition is filed.

7. Ms. Chandra, learned counsel appears for the respondent and states that the respondent is trying to settle the dispute with the petitioner, which is denied by Mr. Gautam, learned counsel for the petitioner.

8. In view of the arbitration clause and in view of absence of any reply, the petition is disposed of with the following directions:

- i) Mr. Pradeep Gahlot (Adv.) (Mob. No. 9910004838) is appointed as a Sole Arbitrator to adjudicate the disputes between the parties.
- ii) The arbitration will be held under the aegis of the Delhi International Arbitration Centre, Delhi High Court, Sher Shah Road, New Delhi hereinafter, referred to as the ‘DIAC’). The remuneration of the learned Arbitrator shall be in terms of the Fourth Schedule of the Arbitration & Conciliation Act, 1996.
- iii) The learned Arbitrator is requested to furnish a declaration in



terms of Section 12 of the Act prior to entering into the reference.

- iv) It is made clear that all the rights and contentions of the parties, including as to the arbitrability of any of the claim, any other preliminary objection, as well as claims on merits of the dispute of either of the parties, are left open for adjudication by the learned arbitrator.
- v) The parties shall approach the learned Arbitrator within two weeks from today.
- vi) The learned Arbitrator shall assume reference after 4 weeks in order to permit the respondent to try and settle the matter.

JASMEET SINGH, J

JULY 15, 2024/DM

Click here to check corrigendum, if any