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

Date of decision:- 7th May, 2024.

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ARB.P. 397/2024

JAKSON ENGINEERS LIMITED

..... Petitioner

Through: Mr. Tushar Kumar, Adv. & Mr.
Junaid Qureshi, Adv. (M-
8800670133)

versus

**INDIAN RENEWABLE DEVELOPMENT AGENCY (IREDA) &
ANR.**

..... Respondents

Through: Mr Dhananjai Rana, Adv. (M-
9958516171)

CORAM:

JUSTICE PRATHIBA M. SINGH

Prathiba M. Singh, J.(Oral)

1. This hearing has been done through hybrid mode.
2. The present petition has been filed by the Petitioner under Section 11 of the Arbitration and Conciliation Act, 1996 seeking appointment of an arbitrator. It is the case of the Petitioner that he was awarded a letter of intent on 29th December, 2015 issued by Respondent No.2- Solar Energy Corporation of India (hereinafter 'SECI') on behalf of Respondent No.1- Indian Renewable Development Agency (hereinafter 'IREDA') with respect to work of-the Design, Engineering, Procurement & Supply, Construction & Erection, Testing, Commissioning and Comprehensive Operation & Maintenance for 10 (Ten) Years of 50 MW (AC) Solar PV Plant at Kasaragod Solar Park, District – Kasargod, Kerala. Subsequently, three contracts dated 22nd March, 2016 were executed in respect of supply, erection, civil and allied works between the Petitioner and Respondent No.2. The commission of the plant was to be achieved in terms of the following



timelines:

- Phase-I by 7th April, 2016 and
- Phase-II by 26th July, 2016.

3. However, commissioning took place with delays. Respondent No. 2 vide email dated 27th November, 2020 sought documents for justifying delays in commissioning of the project in order to calculate liquidated damages. Subsequently, damages were imposed on the Petitioner by Respondent No. 2 on 27th September, 2021

4. Disputes have arisen in respect of the delays that have occurred. The Petitioner vide letter dated 12th February, 2022 sought waiver of liquidated damages from the Chairman of Respondent No. 2. Subsequently, on 28th April 2022, another letter was sent to the Director (Technical) of Respondent No. 1 requesting waiver of liquidated damages.

5. The request of the Petitioner to waive liquidated damages imposed on 27th September, 2021 vide letters dated 12th February, 2022 and 28th April, 2022 was not acceded to. This led to the Petitioner invoking the arbitration clause i.e. clause 6.1.2 of the GCC on 13th January, 2023. The Petitioner states that the Respondents have not replied to the notice invoking arbitration. Further, the Petitioner vide letter dated 17th January, 2023 requested the Respondents to expedite the adjudication process. However, the Petitioner received no reply to the same, hence the present petition.

6. Notice was issued on 22nd March, 2024. The Respondent has appeared under instructions from an official of the Department.

7. After hearing Id. Counsels for the parties, the Court is inclined to appoint a Sole Arbitrator. Accordingly, **Justice Vipin Sanghi (Retd.) (Mob. No. 9871300037)** is appointed as the Sole Arbitrator in this matter to



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adjudicate the disputes between the parties.

8. The fee of the Arbitrator shall be in terms of the Fourth Schedule of the Act.

9. Parties to appear before the Id. Arbitrator on 22nd May, 2024.

10. The present petition along with all pending applications, if any, is disposed of.

PRATHIBA M. SINGH
JUDGE

MAY 7, 2024

Rahul/KS

Signature Not Verified

Digitally Signed
By:DHIRENDER KUMAR
Signing Date:08.05.2024
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