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IN THE HIGH COURT OF DELHI AT NEW DELHI

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ARB.P. 476/2022 & I.A. 6214/2022, I.A. 2504/2023

ZAGSON ENGINEERING LTD.

..... Petitioner

Through: Mr. Raghvendra Bajaj, Mr. Kumar
Karan, Mr. Shagun Aggarwal, Mr. Shivansh
Dwivedi, Advs.

versus

DOOSAN POWER SYSTEMS INDIA PVT. LTD.

..... Respondent

Through: Mr. Deepak Khurana, Mr. Abhishek
Bansal, Advs.

CORAM:

HON'BLE MR. JUSTICE JASMEET SINGH

ORDER

11.01.2024

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1. This is a petition seeking appointment of a Sole Arbitrator to adjudicate the disputes between the parties arising out of the two contracts.
2. The first contract for plumbing works of Jawaharpur Super Thermal Power Station is dated 27.12.2017. As per the terms of this contract, the Arbitrator would be appointed under the aegis of the LCIA (India), i.e. London Court of International Arbitration (India). Since the LCIA (India) has stopped its operations in India, the need for appointment of an Arbitrator by this Court arises.
3. The same is acceptable to Mr. Khurana, learned counsel for the respondent and has no objection to the appointment of a Sole Arbitrator with regard to the plumbing contract.
4. For the said reasons, the petition is allowed in part with regard to the



disputes arising out of plumbing contract between the petitioner and the respondent dated 27.12.2017. The following directions are issued:-

- i. Mr. Justice Najmi Waziri (Retd.) (Mob. No. 9810097311) 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.
5. As far as the second contract dated 16.04.2019 is concerned, the same relates to the electrical works for Jawaharpur Super Thermal Power Station Project.
6. The replaced arbitration Clause reads that the rules of Indian Council of Arbitration shall be applicable.



7. It is stated by Mr. Khurana, learned counsel for the respondent that the petitioner has already invoked the arbitration before the Indian Council of Arbitration.
8. The petitioner is at liberty to proceed with the arbitration as far as the disputes regarding the electrical works are concerned before the Indian Council of Arbitration and is also at liberty to move appropriate application before the ICA to request to have both the contracts to be decided by the same Arbitrator.
9. All the legal rights and contentions of the respondent *vis-a-vis* the electrical works contract is concerned are kept open.
10. With these directions, the petition is partly allowed and disposed of.

JASMEET SINGH, J

JANUARY 11, 2024 / (MS)

Click here to check corrigendum, if any