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

+ **ARB.P. 465/2024**

CEMENT CORPORATION OF INDIA LIMITED.....Petitioner

Through: Mr. Raghav Alok, Ms. Vasudha
Trivedi, Mr. Gaurav Khanna and Mr.
Ravi Anand, Advs.

versus

M/S HIND ENERGY AND COAL BENFICATION (I) LIMITED
.....Respondent

Through: Mr. Nitin Mangla, Adv.

CORAM:
HON'BLE MR. JUSTICE JASMEET SINGH

ORDER
18.07.2024

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1. This is a petition filed under section 11(6) of the Arbitration and Conciliation Act, 1996 seeking appointment of a sole arbitrator to adjudicate the disputes between the parties.
2. The petitioner invited tender through NIT dated 29.12.2021 from parties who were interested in renting of Akaltara Railway Siding Exchange Yard of CCI Ltd., at its Akaltara Cement Factory in Janjgir, Champa District, Chhattisgarh. The respondent was the successful bidder.
3. On 28.01.2021 in furtherance of the NIT and Work order, an agreement was executed between the petitioner and the respondent.
4. The petitioner has been issuing rent bills which are outstanding.
5. The petitioner on 23.06.2022 terminated the contract between the parties and encashed the bank guarantees thereafter.



6. The petitioner invoked arbitration vide Legal Notice dated 06.10.2023.

7. The arbitration clause is Clause 18, which reads as under:-

“18. Arbitration Clause:

18.1 Any dispute or differences whatsoever arising between the parties out of or relating to the construction, meaning, scope, operation or effect of this contract or the validity or the breach thereof shall be referred to a sole arbitrator as per the provision of the Indian Arbitration & Conciliation Act, 1996 as amended from time to time.

18.2 The work under the contract shall be continued uninterrupted during the pendency of the arbitration proceedings and no payment due from one to the other parties therein shall be withheld on account of pendency of such proceedings unless such payment related to the matter under arbitration.

18.3 The Seat of the arbitration shall be New Delhi or such other place as the arbitrator at his discretion may determine and Language shall be English.”

8. On the last date, notice was issued. Mr. Mangla, learned counsel appears for the respondent and states that he has no objection to the petition being allowed.

9. For the said reasons, the petition is allowed. Since the parties are still having disputes between them, the following directions are issued:-

- i) Ms. Kumud Singh, Adv (Mob. No.9810396060) 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/counter-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.

JASMEET SINGH, J

JULY 18, 2024/NG