



\$~4

*

IN THE HIGH COURT OF DELHI AT NEW DELHI

+

ARB.P. 3/2024 & I.A. 64/2024

VIJAY STAR CONSTRUCTION LLP

..... Petitioner

Through: Mr. Shaurya Kuthiala, Advocate.

versus

STERLITE TECHNOLOGIES LIMITED

..... Respondent

Through: Mr. Rishi Raj and Mr. Ishaan Ojha,
Advocates.

CORAM:

HON'BLE MR. JUSTICE ANUP JAIRAM BHAMBHANI

ORDER

11.03.2024

%

At the outset, learned counsel appearing for the parties are informed that the spouse of the undersigned has a small shareholding in the respondent company/M/s Sterlite Technologies Limited. All counsel submit, that they have no objection to the undersigned hearing and deciding the present petition.

2. By way of the present petition under section 11 of the Arbitration & Conciliation Act 1996 ('A&C Act'), the petitioner seeks appointment of a Sole Arbitrator to adjudicate upon the disputes that are stated to have arisen with the respondent from Letter of Intent dated 04.09.2020 ('LoI') and Purchase Order dated 07.10.2020 ('purchase order').
3. Notice on this petition was issued on 03.01.2024.



4. Mr. Shaurya Kuthiala, learned counsel for the petitioner has drawn the attention of this court to clause 21 of the LoI and clause 23 of the Standard Terms of Purchase under the Purchase Order, which comprise the arbitration agreements; and contemplate reference of disputes between the parties to arbitration in accordance with the A&C Act; with the 'venue' and 'seat' of arbitration being at New Delhi.
5. For completeness, it may be recorded that a separate territorial jurisdiction provision is also contained in clause 21 of the LoI and clause 23 of the Standard Terms of Purchase under the Purchase Order, which additionally subject the contract between the parties to the jurisdiction of competent courts at Delhi.
6. As per the record, the petitioner effectively invoked arbitration *vide* Lawyer's Notice dated 25.05.2023, to which the respondent has not sent any reply.
7. Mr. Rishi Raj, learned counsel has entered appearance on behalf of the respondent; and submits that they do not wish to file a reply and are agreeable to the disputes between the parties being referred to the arbitration of a Sole Arbitrator in terms of clause 21 of the LoI and clause 23 of the Standard Terms of Purchase under Purchase Order dated 07.10.2020.
8. Upon a conspectus of the averments contained in the petition, the stand taken by the respondent, and the submissions made, this court is satisfied that there is a valid and subsisting arbitration agreement between the parties; that this court has territorial jurisdiction to entertain and decide the present petition; and also that the disputes



that are stated to have arisen between the parties, as set-out *inter-alia* in notice dated 25.05.2023, do not appear *ex-facie* to be non-arbitrable.

9. At this stage, learned counsel for the parties jointly request that this court may appoint an arbitrator; and then refer the matter for arbitration under the aegis of the Delhi International Arbitration Centre, New Delhi ('DIAC'), keeping all their respective factual and legal contentions open.
10. Accordingly, the present petition is allowed and **Mr. Nikhil Palli, Advocate (Cellphone No.: +91 9811676973)** is appointed as the learned Sole Arbitrator to adjudicate upon the disputes between the parties; with arbitration proceedings to be conducted under the aegis of the DIAC, in accordance with applicable rules.
11. The learned Arbitrator would furnish to the parties requisite disclosures as required under section 12 of the A&C Act; and in the event there is any impediment to the appointment on that count, the parties are given liberty to file an appropriate application in this court.
12. The learned Arbitrator shall then proceed with the arbitral proceedings in accordance with the rules and regulations of DIAC and subject to arbitrator's fee and arbitration costs, as may be applicable.
13. All rights and contentions of the parties in relation to the claims/counter-claims are kept open, to be decided by the learned Arbitrator on merits, in accordance with law.
14. A copy of this order be communicated *forthwith* to the Co-ordinator, DIAC, for information and compliance.



15. A copy of this order be communicated by the Registry *via* e-mail to the learned Arbitrator, as also to learned counsel for the parties.
16. The petition stands disposed-of in the above terms.
17. Pending applications, if any, also stand disposed-of.

ANUP JAIRAM BHAMBHANI, J

MARCH 11, 2024

V.Rawat