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

+ **ARB.P. 267/2025**

CHROMA POWER SYSTEMS I PVT LTDPetitioner

Through: **Mr. Anurag Kumar Tiwary, Adv.**

versus

INDRAPRASTHA GAS LIMITEDRespondent

Through: **Mr. Vishweshwar Mishra, Adv.**

CORAM:

HON'BLE MR. JUSTICE JASMEET SINGH

ORDER

17.04.2025

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1. This is a petition under Section 11 of the Arbitration and Conciliation Act, 1996, seeking appointment of an Arbitrator to adjudicate the dispute in between the parties.
2. The respondent issued Tender No.IGL/ET2/CP/EC15812 dated 09th April 2020 for supply, installation, testing, commissioning, performance acceptance test and comprehensive maintenance services for one year during warranty period and one year after warranty period of Mobile Refuelling Unit (MRU) on FOT IGL Store/ site basis.
3. The petitioner was successful in the tender and was awarded the tender.
4. A Purchase Order No.5600000841 dated 9th October 2020 was issued for Contract No.7600000170 dated 14.09.2020.



5. The General Conditions of Contract were applicable to the contract.
Clause 31 of the GCC contains an arbitration clause, reads as under:

“31.0 SETTLEMENT OF DISPUTES

31.1 The rules of procedure for arbitration proceedings shall be as per Indian Arbitration and Conciliation Act 1996 or as amended.

31.2 If any dispute or difference arising between the Parties in respect of or concerning or connected with the interpretation or implementation of this Agreement or otherwise arising out of this Agreement, the parties hereto shall promptly and in good faith negotiate with a view to bring out and amicable resolution and settlement.

31.3 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Owner or the Supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given.

31.4 The dispute resolution mechanism to be applied shall be follows:

31.5 a) In case of dispute or difference arising between the Owner and Contractor relating to any matter arising out of or connected with this agreement, such dispute or difference shall be referred to the award of two Arbitrators, one Arbitrator to be nominated by the Owner and the other to be nominated by



the Contractor or in the case of the said Arbitrators not agreeing, the Owner shall suggest a panel of three names and the Contractor shall select anyone of them to act as third arbitrator. In case the Owner fails to suggest the panel of three arbitrators, within 30 days of the communication of the disagreement, then the third arbitrator may be nominated by the Arbitration Committee of the Indian Council of Arbitration or International centre for Alternative Disputes Resolution (ICADR). The award of the arbitrators shall be final and binding on the Parties.

31.6 b) The Indian Arbitration and Conciliation Act, 1996, the rules thereunder and any statutory modification or re-enactment thereof, shall apply to the arbitration proceedings.

31.7 The Arbitration proceedings shall be held in Delhi and shall be conducted in English Language. The decision of such arbitration shall be binding and conclusive upon the Parties. The Parties to the arbitration shall equally share the costs and expenses of any such arbitration.

31.8 It is hereby clarified that the Courts at Delhi alone shall have jurisdiction to try and entertain any and all suits or other proceedings in respect of, relating to or otherwise arising out of this Agreement.

31.9 Notwithstanding any reference to arbitration herein, the parties shall continue to perform their respective obligations under the Agreement unless they otherwise agree.”



6. Since there were disputes between the parties, the petitioner invoked Arbitration vide Legal Notice dated 06.03.2024 and subsequently, filed the present petition.
7. Notice was issued on 06.03.2024. In the Section 11 petition, being ARB.P. 762/2024, the petition was withdrawn with liberty to the petitioner to address notice to the respondent in terms of Clause 31.5 (a) of General Conditions of Contract (GCC).
8. The said notice was served on 12.09.2024. Thereafter, the present petition has been filed.
9. As per Service Report, the respondent has been served.
10. Mr. Mishra, learned counsel appears for the respondent and has no objection to the petition being allowed.
11. With consent of the party sole Arbitrator is appointed and the following directions are issued:-
 - i) Mr. Shyam Sharma (Advocate) (Mob. No. 9810153965) 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').
 - iii) The remuneration of the learned Arbitrator shall be in terms of DIAC (Administrative Cost and Arbitrators' Fees) Rules, 2018.
 - iv) The learned Arbitrator is requested to furnish a declaration in terms of Section 12 of the Act prior to entering into the reference.



- v) 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 and merits of the dispute of either of the parties, are left open for adjudication by the learned arbitrator.
- vi) The parties shall approach the learned Arbitrator within two weeks from today.

12. The present petition is disposed of in the aforesaid terms

JASMEET SINGH, J

APRIL 17, 2025/pk

[Click here to check corrigendum, if any](#)