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

+ **ARB.P. 483/2025**

KEC INTERNATIONAL LIMITED & ANR.Petitioners

Through: Mr. Ankit Jain and Ms. Samriddhi Sanga, Advocates.

versus

NORTH WESTERN RAILWAYRespondent

Through: Ms. Avshreya Pratap Singh Rudy, CGSC with Ms. Usha Jamnal, Mr. Mohammad Junaid Mahmood, Advocates with Mr. Pradeep Meena, Deputy Chief Electrical Engineer.

CORAM:

HON'BLE MS. JUSTICE JYOTI SINGH

ORDER
14.10.2025

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1. This petition is filed by the Petitioners under Section 11(6) of the Arbitration and Conciliation Act, 1996 for appointment of Arbitral Tribunal to adjudicate the disputes between the parties.

2. Disputes between the parties arise from an Engineering, Procurement and Construction Agreement ('EPC Agreement') executed between the consortium of Petitioners No. 1 and 2 and Respondent for electrification of Railway Line of section Bikaner-Merta, Luni-Marwarand Sadari-Barmer-Munabao in of North Western Railway of 562.29 TKM on engineering, procurement, construction basis. The Arbitration Agreement for resolution of dispute arising between the parties concerning the EPC Agreement read with Subsidiary Agreement is contained in Article 24 of the EPC Agreement.



3. On 25.09.2025, Respondent had raised an objection on the territorial jurisdiction of this Court on the ground that the Arbitration Agreement provides for jurisdiction at Prayagraj and Jaipur and in this context had referred to a document purportedly containing the Arbitration Clause. Court had directed production of the original file containing the EPC Agreement, which has been produced today and perused by this Court.
4. After canvassing some arguments, learned counsel for the Respondent, on instructions, does not press the objection of territorial jurisdiction.
5. Accordingly, this petition is allowed, appointing Mr. Justice R.K. Gauba, former Judge of this Court, (Mobile No. 9650411919) as the Sole Arbitrator to adjudicate the disputes between the parties. Arbitration proceedings will be held under the aegis of Delhi International Arbitration Centre (DIAC) and as per its Rules. Fee of the Arbitrator shall be as per the DIAC (Administrative Cost and Arbitrators' Fees) Rules, 2018.
6. Learned Arbitrator shall give disclosure under Section 12 of the 1996 Act before entering upon reference.
7. It is made clear that this Court has not expressed any opinion on the merits of the case and all rights and contentions of the respective parties are left open.
8. Petition is disposed of in the aforesaid terms.

JYOTI SINGH, J

OCTOBER 14, 2025/RW