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

+ **ARB.P. 709/2025**

NEO STRUCTO CONSTRUCTION PVT LTDPetitioner

Through: **Mr. Meenal Garg, Mr. Rishab Kumar,
Mr. Ramasubramanian, Advs.**

versus

DOOSAN POWER SYSTEMS INDIA PVT LTDRespondent

Through:

CORAM:

HON'BLE MR. JUSTICE JASMEET SINGH

ORDER

% **14.08.2025**

1. This is a petition filed under Section 11(6) of Arbitration and Conciliation Act, 1996 seeking appointment of an Arbitrator to adjudicate the disputes between the parties arising out of the Sub Contract for “*Coal Handling System Erection Works of Jawaharpur Super Thermal Power Station (2x 660 MW) Project*” dated 07.10.2020. The said Contract was amended from time to time.

2. The General Terms and Conditions (GTC) contains an Arbitration Clause being Clause No. 25 which reads as under:

“25 DISPUTES AND ARBITRATION

a) All disputes, controversies, or differences, which may arise between the Contractor and the Subcontractor, out of or in relation to or in connection with this Subcontract, or for any breach thereof, shall be amicably settled by mutual conciliation between the Parties hereto.

b) Should the Parties hereto fail to settle such disputes, controversies, or differences (“Dispute”) amicably within thirty (30) days, such Dispute shall be finally settled by arbitration in



accordance with the following rule and place, the award of which shall be final binding upon the Parties hereto.

(a) Place: Delhi, India

(b) Rules: Rules of Arbitration of the Indian Council of Arbitration (the “Arbitration Rules”)

(c) Formal notification of request for arbitration proceedings must be given to the other Party no later than thirty (30) days, in accordance with the provisions of subject rule.

[.....]

g) Number of arbitrators. The arbitral tribunal shall consist of three (3) arbitrators. No later than thirty (30) days after the submission of the Dispute to arbitration, the Contractor and the Subcontractor shall each appoint one (1) arbitrator. The arbitrators appointed by the Contractor and the Subcontractor shall jointly appoint the third arbitrator no later than fifteen (15) days after their appointments, provided that, if the arbitrators appointed by the Contractor and the Subcontractor cannot agree on the identity of the third arbitrator within such fifteen (15) days period, the third arbitrator shall be appointed in accordance with the Arbitration Rules. The third arbitrator shall be the chairperson of the arbitration tribunal. The Parties agree that the appointment of the arbitrators shall not terminate within a specified time and the mandate of the arbitrators shall remain in effect until a final arbitral award has issued. The award rendered shall apportion the costs of the arbitration. The Parties agree that the arbitral tribunal need not be bound by strict rules of law where they consider the



application thereof to particular matters to be inconsistent with the spirit of this Subcontract and the underlying intent of the Parties, and as to such matters their conclusions shall reflect their judgment of the correct interpretation of all relevant terms hereof and the correct and just enforcement of this Subcontract in accordance with such terms.”

3. Since there were disputes between the parties, the petitioner issued a notice invoking arbitration on 21.01.2025. Subsequently, the present petition has been filed.
4. Mr. Khurana, learned counsel for the respondent, has no objection to the matter being referred to arbitration.
5. The petitioner nominates Justice Arvind Singh Sangwan, Former Judge of Allahabad High Court, (Mob. No. 7347025003) as its nominee arbitrator.
6. Mr. Khurana, learned counsel for the respondent nominates Justice Manmohan Singh (Retd.) (Mob. No. 9717495001) as their nominee arbitrator.
7. Both the arbitrators shall appoint the presiding arbitrator in consultation. In case, no consensus is reached, the parties will be at liberty to approach this Court.
8. The party shall be governed and be bound by the Arbitration Clause.
9. The petition is disposed of in the aforesaid terms.

JASMEET SINGH, J

AUGUST 14, 2025/ DM