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

+ **ARB.P. 716/2025**

M/S PCP INTERNATIONAL LTDPetitioner

Through: Mr. Shivam Tiwari, Adv. With Mr.
Umar Hashmi, Adv

versus

BHARAT HEAVY ELECTRICLAS LTDRespondent

Through: Mr. Gaurav Gupta, Adv.

CORAM:

HON'BLE MR. JUSTICE JASMEET SINGH

ORDER

15.09.2025

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1. This is a petition filed under Section 11 of the Arbitration and Conciliation Act, 1996 seeking appointment of an Arbitrator for adjudication of disputes between the parties arising with respect to the Contract bearing No. 1192(1182)/2019 emerging from the Letter of Award dated 11.08.2020.

2. The facts are that the respondent issued a Notice inviting Tender dated 05.05.2020 for the work of "Erection, Testing, Commissioning, Trial Operation, Handing Over and Final Painting of FGD & Auxiliaries at 1x660 MW Panki Thermal Power Project, Panki, Kanpur, Uttar Pradesh". Work was awarded to the petitioner *vide* Letter of Award dated 11.08.2020 at the value of Rs. 11,80,86,000/-.

3. The Contract bearing No. 1192(1182)/2019 executed between the parties contains an arbitration clause being Clause No. 2.21.1 of the General



Conditions of Contract, which reads as under:

“2.21.1 ARBITRATION:

2.21.1.1 Except as provided elsewhere in this Contract, in case Parties are unable to reach amicable settlement (whether by Conciliation to be conducted as provided in Clause 2.21.2 herein below or otherwise) in respect of any dispute or difference; arising out of the formation, breach, termination, validity or execution of the Contract; or, the respective rights and liabilities of the Parties; or, in relation to interpretation of any provision of the Contract; or. in any manner touching upon the contract (hereinafter referred to as the Dispute'), then, either Party may, commence arbitration in respect of such Dispute by issuance of a notice in terms of section 21 of the Arbitration & Conciliation Act, 1996 (hereinafter referred to as the 'Notice'). The Notice shall contain the particulars of all claims to be referred to arbitration in sufficient detail and shall also indicate the monetary amount of such claim. The arbitration shall be conducted by a sole arbitrator to be appointed by the Head of the BHEL Power Sector Region issuing the Contract within 60 days of receipt of the complete Notice. The language of arbitration shall be English.

The Arbitrator shall pass a reasoned award.

Subject as aforesaid, the provisions of Arbitration and Conciliation Act 1996 (India) or statutory modifications or re-enactments thereof and the rules made thereunder as in force from time to time shall apply to the arbitration proceedings under this clause. The seat of arbitration shall be New Delhi. The Contract shall be



governed by and be construed as per provisions of the laws of India. Subject to this provision 2.21.1.1 regarding ARBITRATION, the principal civil court exercising ordinary civil jurisdiction over the area where the seat of arbitration is located shall have exclusive jurisdiction over any DISPUTE to the exclusion of any other court.”

4. Since disputes arose between the parties, the petitioner invoked arbitration *vide* legal notice dated 26.10.2024 and thereafter, filed the present petition.

5. Mr. Gupta, learned counsel for the respondent states a reply has been filed. However, the same is not on record but has been handed over in the Court today and is taken on record.

6. On perusal, it shows that the disputes raised by the respondent are purely on merits. The same are to be considered by the Arbitral Tribunal and this Court, being the referral Court, has no jurisdiction to adjudicate on merits.

7. Mr. Gupta, learned counsel for the respondent has drawn my attention to an e-mail dated 17.12.2024, wherein the respondent has proposed names of 10 retired District Judges for appointment of an Arbitrator, along with their declaration of independence. Out of the said 10 names, 6 are from the Delhi International Arbitration Centre panel.

8. However, the same is not acceptable to the petitioner.

9. Since, the petitioner is not willing to appoint any person as an Arbitrator from the said panel, the petition is allowed, with the following directions:

i) Dr. Kamini Lau, District Judge (Retd.) (Mob. No. 9910384715) is



appointed as a Sole Arbitrator to adjudicate the disputes between the parties.

- ii) The arbitration will be held under the aegis and rules 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 1996 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.
10. The petition is disposed of accordingly.

JASMEET SINGH, J

SEPTEMBER 15, 2025/DM