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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**
+ **ARB.P. 865/2025**
VIJAY INDUSTRIESPetitioner
Through: Ms Srishti Juneja, Adv.
versus
POWER GRID CORPORATION OF INDIA LIMITED ...Respondent
Through: Ms. Jindal, Adv.

CORAM:
HON'BLE MR. JUSTICE JASMEET SINGH

ORDER

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02.09.2025

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.
2. The brief facts of the case are that on 24.11.2022, a contract was awarded to the petitioner for construction of Steel Porta-Cabins.
3. The contract contained an arbitration clause, being Clause 16.2 of the GCC, which reads as under:-

“16.2 Arbitration:

In the event of any conflict / dispute arising out of or in connection with the Contract placed through GeM, which has not been resolved in accordance with the procedure laid down in Clause 16.1 above, the aggrieved Party may invoke Arbitration by sending a written notice to the other Party. The procedure for appointment of the Arbitral Tribunal shall be as follows.

- i. *In cases where the total value of the Contract is less than INR 1, 00, 00,000/- (Indian Rupees One Crore only) the*



same shall be referred to a sole arbitrator mutually appointed by both the Parties.

ii. Where the total value of the Contract exceeds INR 1,00,00,000/- (Indian Rupees One Crore only), the arbitration shall be conducted by a quorum of three arbitrators. Each party shall be entitled to appoint an arbitrator and the two party-appointed arbitrators shall within 30 (thirty) days from their nomination, appoint a third arbitrator i.e., the Presiding Arbitrator.

iii. In case of failure to appoint the Presiding Arbitrator within a period of 30 (thirty) days from the date of nomination of the two arbitrators by the respective parties, the aggrieved party shall approach the High Court (under whose jurisdiction the principal place of business of the Buyer department/ organization is located) to appoint the Presiding Arbitrator as per the provisions of the Arbitration and Conciliation Act, 1996 (as amended up to date).

iv. The arbitration shall be conducted in the English language. Arbitration proceedings can also be conducted online, as per the discretion of the Arbitral Tribunal.

v. The cost of the Arbitration shall be equally borne by both the Parties.

vi. The award of the arbitrator shall be final and binding on the Parties to the Contract. The arbitration shall be governed by the Arbitration and Conciliation Act, 1996, as amended up to date. The seat of arbitration shall be at the



place where the principal place of business of the Buyer department / organization is located.

vii. The Contract shall be interpreted and governed in all respects in accordance with the laws of India. All disputes in connection with or arising out of the Contract, shall be subject to the exclusive jurisdiction of the Court within the local limits of whose jurisdiction principal place of business of the Buyer department / organization is located.”

4. Since there were disputes between the parties, the petitioner invoked arbitration *vide* legal notice dated 23.03.2024 and thereafter filed the present petition.
5. Ms. Jindal, learned counsel for the respondent, has no objection to the petition being allowed and appointment of an arbitrator.
6. I am satisfied that there exists a valid arbitration clause and there are disputes between the parties which need to be adjudicated through the arbitral mechanism.
7. For the said reasons, the petition is allowed and the following directions are issued:-
 - i) Mr. Rajtilak Guha Roy, Advocate (Mob. No. 9999445862) 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 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.
8. The present petition is disposed of in the aforesaid terms.

JASMEET SINGH, J

SEPTEMBER 2, 2025 / (MS)