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

+ **ARB.P. 909/2025**

JAIPRAKASH POWER VENTURES LIMITED (JPVL)

.....Petitioner

Through: Mr. Anmol Wadhwa, Mr. Varun
Sharma, Advocates

versus

SWAMI FUELS PRIVATE LIMITED

.....Respondent

Through: None

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 ("**1996 Act**") seeking appointment of an Arbitrator for adjudication of disputes between the parties arising out of the Letter of Award dated 17.08.2019 ("**LoA**").
2. The facts are that pursuant to the LoA, the petitioner awarded the contract to the respondent for lifting, loading and transporting 40,000 MT of coal under the Special Forward e-Auction (SFEA) conducted by Western Coalfields Ltd., for delivery to the petitioner's power plant namely Jaypee Nigrie Super Thermal Power Plant ("**JNSTPP**"). The respondent was to lift the coal by road and deliver it *vide* rail mode to JNSTPP.
3. The said LoA contains an arbitration clause being Clause No. 6 of the Terms and Conditions, which reads as under:



“6. ARBITRATION

In the event of any dispute (other than matters reserved for Purchaser's discretion) arising from the purchase order/LOA, the same shall be referred to the Managing Director of JAIPRAKASH POWER VENTURES LIMITED. If the parties still fail to arrive at an agreed settlement, then the dispute shall be referred to two arbitrators, one to be appointed by each party. The two arbitrators shall appoint a presiding arbitrator before proceeding with arbitration. The arbitration shall be governed by the provisions of Indian Arbitration and Conciliation Act, 1996. The venue shall be Delhi. Unless otherwise agreed by Company, the work under the LOA shall be continued by the agency during the arbitration proceedings. No payment due or payable by the COMPANY shall be withheld on account of such arbitration proceedings.”

4. Since disputes arose between the parties, the petitioner invoked arbitration vide legal notice dated 13.08.2024 and thereafter, filed the present petition.
5. A perusal of the arbitration clause (reproduced above) shows that three Arbitrators should be appointed for adjudication of disputes between the parties. However, Mr. Wadhwa, learned counsel for the petitioner states that a Sole Arbitrator be appointed by the Court.
6. Despite service, there is nobody appearing on behalf of the respondent.
7. I am satisfied that there exists a valid arbitration clause and there are dispute between the parties which need to be adjudicated through the arbitral mechanism.



8. For the said reasons, the petition is allowed and the following directions are issued:-
- i) Mr. Varun K. Chopra, Advocate (Mob. No. 9811851711) 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 petitioner shall approach the learned Arbitrator within two weeks from today.
9. The present petition is disposed of in the aforesaid terms.

JASMEET SINGH, J

SEPTEMBER 15, 2025 / (MS)